

NOTICE OF OPEN
VIRTUAL MEETING
CITY OF LAKE SAINT LOUIS

ADMINISTRATIVE/FINANCE
PUBLIC WORKS
JOINT WORK SESSION

TUESDAY, SEPTEMBER 8, 2020
6:00 P.M. - CITY HALL

“**Due to the outbreak of COVID-19**, public attendance at the September 8, 2020 6 p.m. Board of Alderman Work Session meeting will be through virtual presence only. Use the following information to participate and/or access the virtual “Zoom” meeting:

To join by computer or

Mobile application: <https://us02web.zoom.us/j/87633452188?pwd=bk9kTGRwNXJvdW9EZFdz0tHQXpvdz09>

To join by telephone

(Audio only): (312) 626-6799

Meeting ID: 876 3345 2188

Password: 48341469

The meeting will be available live on the City's YouTube Channel at
<https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>

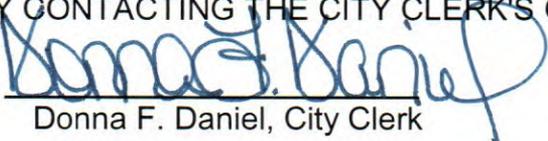
The Board will accept comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Tuesday, September 8, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. business meeting. To review the agenda, visit <http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2> “

AGENDA

1. Discussion – Natalie Denando, Meridian Waste Community Affairs Manager
2. Discussion – Schedule to Review General Fund Revenues and Expenditure Requests
3. General Discussion

PLEASE CONTACT CITY HALL 48 HOURS PRIOR TO THE MEETING IF
INDIVIDUAL ACCOMMODATIONS ARE REQUIRED.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS
NOTICE BY CONTACTING THE CITY CLERK'S OFFICE.

Posted By: 

Donna F. Daniel, City Clerk

Date: September 2, 2020

Time: 1:00 p.m.



August 28, 2020

M*E*M*O*R*A*N*D*U*M

TO: Kathy Schweikert, Mayor
Jason Law, Alderman
John Pellerito, Alderman
Mike Potter, Alderman
Gary Torlina, Alderman
Gary Turner, Alderman
Karen Vennard, Alderman

FROM: Paul Markworth, City Administrator

Handwritten initials in blue ink, appearing to be "PM".

SUBJECT: Schedule to Review General Fund Revenues and Expenditure Requests

The auditors begin work in early September and staff should know late September or early October how fiscal year 2019/20 went. We think it went better than we could have anticipated.

You may recall with stores such as Von Maur, TJ Max and many restaurants closing in March, we made a guess that the last four months of General Fund and Transportation sales tax would amount to \$1,178,708. The last four months actual sales tax totaled \$1,753,825. Renee completed her fiscal year 2019/20 review and says we closed the year about \$50,000 more in general fund revenue than the approved revenue budget.

We also asked department heads to limit spending the last four months. They did and we will have a sizeable amount of money left over. Once the auditors complete their review I believe we will be able to transfer the \$400,000 we took out of street capital last March back to the general fund.

No one knows how the economy will respond to COVID this fall and winter. One thing we know now that we didn't know in March is that cities relying on shopping malls did worse than cities with grocery stores, hardware stores and a Walmart. Other cities in St. Charles County fared well too. Almost all of the larger cities restored budget cuts made last March. We are the only city of the five with a July 1 to June 30 fiscal year. That meant we were developing and approving this fiscal year's budget at the height of the economic uncertainty. A lot of purchases that staff proposed were not funded.

Some of those requested purchases were not funded with the understanding that we would look at them again this fall. For example the police department needs to purchase a voice recorder for 911 calls as their recorder's service life ends December 31st. It is a \$10,000 purchase and Adam is keen to get it ordered as it has an eight week lead time.



Staff wants to meet with you either in September or the first meeting of October to discuss the unfunded budget requests. I've asked the department heads to begin thinking about purchases that are a priority so that I can review them and then make recommendations to you. I just need to know your comfort level if/when you want to consider adding purchases back into the budget.

“Due to the outbreak of COVID-19, public attendance at the September 8, 2020 6:30 p.m. Lake Saint Louis Board of Alderman Special meeting will be through virtual presence only. Use the following information to participate and/or access the virtual “Zoom” meeting:

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NOTICE OF OPEN MEETING AND VOTE TO CLOSE PART OF THE MEETING

Notice is hereby given that the Board of Aldermen of the City of Lake Saint Louis, Missouri will hold a Virtual Special Meeting at 6:30 P. M. on Tuesday, September 8, 2020 at Lake Saint Louis City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri.

TENTATIVE AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. EXECUTIVE SESSION: LEGAL RSMO 610.021.1 exemption
- IV. GENERAL DISCUSSION
- V. ADJOURN

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to the legal 610.021.1 exemption in the RSMo 610.021.

PLEASE CONTACT CITY HALL 48 HOURS PRIOR TO THE MEETING IF INDIVIDUAL

ACCOMMODATIONS ARE REQUIRED.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK'S OFFICE.

Donna F. Daniel
City Clerk
200 Civic Center Drive
Lake Saint Louis, Missouri
625-1200

Posted this 2nd day of September, 2020.

A handwritten signature in blue ink that reads "Donna F. Daniel". The signature is written in a cursive style and is positioned above a horizontal line.

By: Donna F. Daniel, City Clerk

Time: 1:00 p.m.

“Due to the outbreak of COVID-19, public attendance at the September 8, 2020 7p.m. Lake Saint Louis Board of Alderman meeting will be through virtual presence only. Use the following information to participate and/or access the virtual “Zoom” meeting:

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Mobile application: <https://us02web.zoom.us/j/87633452188?pwd=bk9kTGRwNXJWdW9EZFdzb0tHQXpvdz09>

To join by telephone

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<http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2> “

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 8, 2020
7:00 P.M. REGULAR MEETING
AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

	PRESENT	ABSENT
III. ROLL CALL:		
Mayor Kathy Schweikert	_____	_____
Karen Vennard, Alderman Ward II	_____	_____
Jason Law, Alderman Ward III	_____	_____
Gary Turner, Alderman Ward I	_____	_____
Gary Torlina, Alderman Ward I	_____	_____
John Pellerito, Alderman Ward III	_____	_____
Mike Potter, Alderman Ward II	_____	_____

Paul Markworth, City Administrator
Donna F. Daniel, City Clerk
Matthew Reh, City Attorney
George Ertle, Assistant City Administrator
Derek Koestel, Public Works Director

Next Ord. 4146

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020
AGENDA

Renee Camp, Finance Director
Louis Clayton, Community Development Director
Chris DiGiuseppi, Chief of Police

IV. INVOCATION: Pastor Steve Thacker, The Bridge Church of Lake Saint Louis

V. ANNOUNCEMENTS:

VI. COMMITTEE REPORTS:

1. Community or Home Owners Association Representative
2. Planning and Zoning Commission
3. Park Board
4. Tree Board
5. Administrative/Finance/Public Works Committee
6. Development Review Board
7. City Image Advisory Committee
8. Other Reports

VII. PUBLIC HEARINGS:

- **Freymuth Lane – Hawk Ridge Senior Living Site Plan Review:** Consideration of a request by LSL Land Company, LLC, applicant on behalf of Balam Properties, LLC, owner, for construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements.

(At the August 6, 2020 **P&Z** meeting this item was recommended for **DENIAL**. At the August 17, 2020 **BOA** the Public Hearing was **continued**.)

VIII. CALENDAR: September 2020 and October 2020

IX. MINUTES FROM: August 17, 2020 Special Meeting
August 17, 2020 Regular Meeting

X. CONSENT AGENDA:

1. Warrant dated September 8, 2020 in the amount of \$1,434,999.90
2. Budget Transfer dated September 8, 2020

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020
AGENDA

XI. APPOINTMENTS:

XII. PUBLIC COMMENT:

XIII. TABLED:

1. Resolution No. 08-17-20 (1) – A resolution approving a Site Plan associated with the construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements located on Lot 8 of the Hawk Ridge Business Park and Golf Course.

(This item was tabled at the August 17, 2020 BOA meeting.)

XIV. OLD BUSINESS:

XV. NEW BUSINESS:

1. Bill No. 4359 – An ordinance levying an annual fee to fund the Lake St. Louis Water Service Repair Program and authoring collection of such fee with the City's property taxes.
2. Bill No. 4360 – An ordinance levying an annual fee to fund the Lake St. Louis Sewer Lateral Repair Program and authoring collection of such fee with the City's property taxes.
3. Bill No. 4361 – An ordinance of the Board of Aldermen of the City of Lake Saint Louis, Missouri approving the form of a Second Amended and Restated Transportation Project Reimbursement Agreement by and among the South Ridge Transportation Development District, SR Development, LLC and the City, and authorizing and directing the execution thereof; and authorizing certain other actions in connection therewith.
4. Bill No. 4362 – An ordinance to adopt a budget revision for the City of Lake Saint Louis' budgets for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020
AGENDA

5. Resolution No. 09-08-20 (1) – A resolution imposing a 180-day moratorium to temporarily halt the acceptance and processing of new applications associated with the development or construction of new multi-family housing.

XVI. BOARD COMMENTS:

XVII. STAFF COMMENTS:

XVIII. EXECUTIVE SESSION:

XIX. GENERAL DISCUSSION

XX. ADJOURNMENT:

***** PLEASE NOTE: All bills may be read twice and approved in one meeting. *****

September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	01 <u>8:30 A.M. ARB Meeting - Virtual</u>	02	03 <u>Planning & Zoning Commission</u>	04	05
06	07 <u>City Hall Closed - Holiday</u>	08 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>6:00 PM A/F Work Session - Virtual</u> <u>6:30 PM Special Board of Aldermen Meeting - Virtual</u>	09	10	11	12 <u>City-Wide Garage Sale</u>
13	14	15 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>Park Board Meeting</u> <u>Tree Board Meeting</u>	16	17 <u>Board of Adjustment</u>	18	19
20	21 <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	22 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>MUNICIPAL COURT</u>	23	24 <u>Blood Drive</u>	25	26 <u>Concert- A.D.D.</u>
27	28	29 <u>8:30 A.M. ARB Meeting - Virtual</u>	30	01	02	03

September 2020

Su	M	Tu	W	Th	F	Sa
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

Architecture Review Board

8:30 A.M. ARB Meeting - Virtual

September 1, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 8, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 15, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 22, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 29, 2020, 8:30 AM - 9:30 AM

[More Details](#)

Board of Adjustment

Board of Adjustment

September 17, 2020, 5:00 PM @ Council Chambers

The public hearing will be conducted by video and teleconference only, via Zoom. The public may participate in the public hearing using the following information: To join by computer or mobile application (video and/or audio): [https://www.zoom.us/](https://www.zoom.us/j/83319895545?pwd=djJFQXBWbkpmbiZDT25zNlVMYWpCQT09) or <https://us02web.zoom.us/j/83319895545?pwd=djJFQXBWbkpmbiZDT25zNlVMYWpCQT09> To join by telephone (audio only): +1 312 626 6799 Meeting ID: 833 1989 5545 Password: 500818

[More Details](#)

Board of Aldermen

6:00 PM A/F Work Session - Virtual

September 8, 2020, 6:00 PM - 6:30 PM @ To join/participate in the meeting click on the link under "more details" below. To join by telephone (audio only): (312) 626-6799 Meeting ID: 876 3345 2188 Password: 48341469

"Due to the outbreak of COVID-19, public attendance at the September 8, 2020 6:00p.m. Lake Saint Louis A/F Work Session will be through virtual presence only. The meeting can be viewed on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

[More Details](#)

6:30 PM Special Board of Aldermen Meeting - Virtual

September 8, 2020, 6:30 PM - 7:00 PM @ To join/participate in the meeting click on the link under "more details" below. To join by telephone (audio only): (312) 626-6799 Meeting ID: 876 3345 2188 Password: 48341469

"Due to the outbreak of COVID-19, public attendance at the September 8, 2020 6:30p.m. Lake Saint Louis Special Board of Alderman meeting will be through virtual presence only. The meeting can be viewed on the City's YouTube Channel at
<https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

[More Details](#)

7:00 PM Board of Aldermen Meeting - Virtual

September 8, 2020, 7:00 PM @ To join/participate in the meeting click on the link under "more details" below. To join by telephone (audio only): (312) 626-6799 Meeting ID: 876 3345 2188 Password: 48341469

"Due to the outbreak of COVID-19, public attendance at the September 8, 2020 7p.m. Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting can be viewed on the City's YouTube Channel at
<https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

[More Details](#)

5:30 PM A/F Work Session

September 21, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

September 21, 2020, 7:00 PM @ Council Chambers

[More Details](#)

City Hall Holiday Closures

City Hall Closed - Holiday

September 7, 2020, All Day

[More Details](#)

Community Events

City-Wide Garage Sale

September 12, 2020, All Day @ City-Wide

[More Details](#)

Concert- A.D.D.

September 26, 2020, 7:00 PM - 10:00 PM @ Windjammer Pointe (Next to St. Joseph Hospital West)

Enjoy a night of free music and dancing.

[More Details](#)

Municipal Court

MUNICIPAL COURT-CANCELLED AS THERE IS A BOA MEETING

September 8, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

September 22, 2020, 5:15 PM

[More Details](#)

Park Board Meeting

September 15, 2020, 7:00 PM @ Conference Room

The Park Board typically meets on the 3rd Tuesday of every month.

[More Details](#)

Planning & Zoning

Planning & Zoning Commission

September 3, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Police Department

Blood Drive

September 24, 2020, 1:00 PM - 7:00 PM

LSLPD will be hosting a community blood drive on September 24, 1:00 - 7:00. The need for blood is always real. You must make an appointment and wear a mask. Walk-ins will NOT be accepted. We have to limit the number of people in the room. Go to the following link to schedule your appointment and enter the sponsor code: LSLPD or call 1-800-RED-CROSS.

[More Details](#)

Tree Board

Tree Board Meeting

September 15, 2020, 5:30 PM @ Conference Room

The Tree Board generally meets on the 3rd Tuesday of every month at 5:30 PM.

[More Details](#)

October 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	01 <u>Planning & Zoning Commission</u>	02	03
04	05 <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	06 <u>8:30 A.M. ARB Meeting - Virtual</u>	07	08	09	10
11	12 <u>City Image Advisory Committee</u>	13 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>MUNICIPAL COURT</u>	14	15 <u>Board of Adjustment</u>	16	17
18	19 <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	20 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>Park Board Meeting</u> <u>Tree Board Meeting</u>	21	22	23 <u>Halloween Party in the Park</u>	24
25	26	27 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>MUNICIPAL COURT</u>	28	29	30	31

October 2020

Su	M	Tu	W	Th	F	Sa
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Architecture Review Board

8:30 A.M. ARB Meeting - Virtual

October 6, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 13, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 20, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 27, 2020, 8:30 AM - 9:30 AM

[More Details](#)

Board of Adjustment

Board of Adjustment

October 15, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Board of Aldermen

5:30 PM A/F Work Session

October 5, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

October 5, 2020, 7:00 PM @ Council Chambers

[More Details](#)

5:30 PM A/F Work Session

October 19, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

October 19, 2020, 7:00 PM @ Council Chambers

[More Details](#)

City Image Advisory Committee

City Image Advisory Committee

October 12, 2020, 8:00 AM - 10:00 AM @ Administrative Conference Room

[More Details](#)

Community Events

Halloween Party in the Park

October 23, 2020, 6:00 PM @ Founders Park Sports Complex

[More Details](#)

Municipal Court

MUNICIPAL COURT

October 13, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

October 27, 2020, 5:15 PM

[More Details](#)

Park Board

Park Board Meeting

October 20, 2020, 7:00 PM @ Conference Room

The Park Board typically meets on the 3rd Tuesday of every month.

[More Details](#)

Planning & Zoning

Planning & Zoning Commission

October 1, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Tree Board

Tree Board Meeting

October 20, 2020, 5:30 PM @ Conference Room

The Tree Board generally meets on the 3rd Tuesday of every month at 5:30 PM.

[More Details](#)

BOARD OF ALDERMEN
SPECIAL MEETING
AUGUST 17, 2020
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in Special Session via teleconference on Monday, August 17, 2020, at 6:30 p.m.

Due to the outbreak of COVID-19, public attendance was through virtual presence. The meeting is available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>.

ROLL CALL:

Mayor Schweikert was present and presided over the meeting. Aldermen present were John Pellerito, Ward III; Mike Potter, Ward II; Jason Law, Ward III; Karen Vennard, Ward II; and Gary Torlina, Ward I. Alderman Gary Turner, Ward I, was absent. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; George Ertle, Assistant City Administrator; Derek Koestel, Public Works Director; Louis Clayton, Community Development Director; Chris DiGiuseppi, Police Chief; and Adam Cole, IT Administrator.

PURPOSE OF MEETING:

The purpose of the meeting was to consider a vote to close part of the meeting pursuant to the legal 610.021.1 exemption in the 610.021 RSMo.

EXECUTIVE SESSION:

MOTION TO RECESS SPECIAL SESSION AND CONVENE EXECUTIVE SESSION:

Alderman Vennard made a motion to recess Special Session to convene an Executive Session, pursuant to the legal 610.021.1 exemption in the RSMo 610.021. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Potter, Vennard, Law, Torlina and Pellerito. Nays: None. Alderman Turner was absent. The motion passed.

Special Session recessed, Executive Session convened at approximately 6:31 p.m.

Having no further legal matters to come before the Board in Executive Session, Alderman Potter made a motion to adjourn Executive Session and reconvene Special Session. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Potter, Vennard, Law, Torlina and Pellerito. Nays: None. Alderman Torlina was absent. The motion passed.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
SPECIAL MEETING
AUGUST 17, 2020

(JOURNAL AND MINUTES)

SPECIAL SESSION RECONVENED:

GENERAL DISCUSSION:

ADJOURNMENT:

There being no further business to come before the Board in Special Session, the meeting was on motion duly made, seconded and unanimously voted on, adjourned at approximately 7:00 p.m.

Donna F. Daniel, City Clerk

BOARD OF ALDERMEN
REGULAR MEETING
MONDAY, AUGUST 17, 2020
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in a regular session via teleconference on Monday, August 17, 2020 at approximately 7:00 p.m.

Due to the outbreak of COVID-19, public attendance was through virtual presence. The meeting is available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>.

ROLL CALL:

Mayor Kathy Schweikert was present and presided over the meeting. Aldermen present were: Mike Potter, Ward II; Gary Torlina, Ward I; Jason Law, Ward III; and John Pellerito, Ward III. Alderman Karen Vennard, Ward II, arrived after roll call. Alderman Gary Turner, Ward I, arrived during the third public hearing. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; George Ertle, Assistant City Administrator; Chris DiGiuseppi, Police Chief; Louis Clayton, Community Development Director; Derek Koestel, Public Works Director; and Adam Cole, IT Administrator.

INVOCATION:

ANNOUNCEMENTS:

RESOLUTION NO. 08-17-20 (1):

Resolution No. 08-17-20 (1) – A resolution approving a Site Plan associated with the construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements located on Lot 8 of the Hawk Ridge Business Park and Golf Course.

Mayor Schweikert read Resolution No. 08-17-20 (1).

MOTION TO TABLE RESOLUTION NO. 08-17-20 (1).

Alderman Potter made a motion to table Resolution No. 08-17-20 (1). The motion was seconded by Alderman Torlina and passed unanimously. Resolution No. 08-17-20 (1) was tabled.

(JOURNAL AND MINUTES)

COMMITTEE REPORTS:

Planning and Zoning Commission – Alderman Pellerito gave a report on the August 6, 2020 Planning and Zoning Commission meeting.

PUBLIC HEARINGS:

118 Hannahs Mill Drive and 122 Hannahs Mill Drive – Mill Creek Subdivision Preliminary Subdivision Plat and Final Subdivision Plat: Consideration of a request by McBride 76B LLC, applicant/owner, to increase the size of Lot 19 (118 Hannahs Mill Drive) from 10,621 square feet to 12,197 square feet and to decrease the size of Lot 20 (122 Hannahs Mill Drive) from 14,349 square feet to 12,773 square feet by adjusting the location of the shared side property line.

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Tanya Dietz, representing McBride, said she was happy to answer questions about their request for approval of the Mill Creek Subdivision Preliminary and Final Subdivision Plat.

Hearing no further comment, Mayor Schweikert stated the Public Hearing will be closed.

4009 Hwy 40/61, 100 and 110 Freymuth Lane – Windsor Park Subdivision Final Subdivision Plat: Consideration of a request by Windsor Park, LLC, applicant/owner, for approval of Final Subdivision Plats for Windsor Park Subdivision Plat 1 consisting of 26 single-family residential lots and Windsor Park Subdivision Plat 2 consisting of 35 single-family residential lots.

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Louis Clayton, Community Development Director, said this request is for two of the three plats (61 lots of the total 80 approved lots) for the Windsor Park Subdivision. Mr. Clayton said these Final Subdivision Plats are identical to the Preliminary Plat.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 17, 2020

(JOURNAL AND MINUTES)

Hearing no further comment, Mayor Schweikert stated the Public Hearing will be closed.

Ronald Reagan Drive – Dierbergs Zoning Amendment and Preliminary Development Plan: Consideration of a request by Dierbergs Lake Saint Louis, LLC, applicant/owner, for construction of an 88,858 square-foot multi-tenant commercial development including a 70,848 grocery store known as Dierbergs Markets; and amendments to the Detail to Development Standards for the Shoppes at Hawk Ridge as it relates to building setbacks and signage.

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Brent Beumer, vice president of Real Estate for Dierbergs Markets, introduced members of his development team who will be working on the multi-tenant commercial development that will include a Dierbergs Markets grocery store. Mr. Beumer gave a presentation and answered questions about their request for approval of a Zoning Amendment and Preliminary Development Plan for the 88,858 square-foot multi-tenant commercial development.

Mayor Schweikert said she was excited to have the Dierbergs Markets commercial development in Lake Saint Louis.

Alderman Turner arrived at the meeting at approximately 7:20 p.m.

Alderman Turner offered his congratulations to Dierbergs and said he was happy to hear they were moving forward with their plan and hopes they are under construction next year. Mr. Beumer, replied, the goal is to open in the late third quarter or early fourth quarter of next year.

Alderman Pellerito concurred, everyone who heard about the preliminary development plan in 2007 was excited then and we are more excited today.

Alderman Vennard asked if Dierberg's would have a pharmacy. Mr. Beumer, replied, I do not know at this time. Twenty-two of our Twenty-five stores have pharmacies.

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Hearing no further comment, Mayor Schweikert stated the Public Hearing will be closed.

Freymuth Lane – Hawk Ridge Senior Living Site Plan Review: Consideration of a request by LSL Land Company, LLC, applicant on behalf of Balam Properties, LLC, owner, for construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements.

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Mayor Schweikert said this item was tabled at the request of the applicant.

Lisa Johnson, Smith Amundsen, said she was present on behalf of the developer.

Steve McFarland, 1004 Hawks Landing Drive, stated his opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings. Comments included;

- The size doesn't fit the property
- Concerned about the number of cars that will be added to an intersection that already has a traffic bottleneck
- Would not be opposed to a one-story building that resembled the Lake Saint Louis Cottages on Technology Drive or the Hawk Ridge Commons Office Park
- Would not be opposed to a one-story facility built in an architectural way that would fit the property and the surrounding area

Traci Schreiber, 1011 Hawks Landing Drive, member of the Trustee Board for Estates of Hawk Ridge, stated her opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings. Comments included;

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- Surrounding neighborhoods are also concerned about this proposal, not just the Estates
- A petition was forwarded to the City opposing the proposed development
- The buildings should be “business type” buildings that fit the surrounding area
- Apartments aren’t allowed in the BP Zoning District, why would a senior apartment complex be allowed
- Should fit the Business Park, look aesthetically pleasing
- Needs to look like a house or a business
- The depiction of the building that was presented is not like what is already there or will be built there in the near future
- Should not be obtrusive to surrounding neighborhoods and should fit in the right way
- How far away will the proposed buildings be from the undeveloped residential lot 321
- Don’t want buildings to overlook us when the leaves fall
- Want the City to back the residents and make smart choices

Mark Moan, 51 Saybridge Manor Parkway, stated his opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings.

Comments included;

- Agree with comments from previous speakers
- Biggest concerns are traffic and apartments don’t fit with the area
- Apartments don’t fit with area houses or other business that will be there

Laura Alehult, 116 Saybridge Manor Parkway, stated her opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings.

Comments included;

- Developer said they liked the location because it gave a residential feel
- The property is a Business Park, we did not expect there would be apartments in the Business Park
- Would be better suited on a residential lot

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Jeff Shimkus, 12 Oak Bluff Drive, stated his opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings.

Comments included;

- 100% of residents west of Highway 40 oppose this project
- City has ignored a lot of annexation agreements and end up paying dearly in court later
- Property taken by City in eminent domain, sealed agreement could be unsealed
- No mention of Section 8 housing in the agreement, just a stipulation that the property would be for public use
- You want to put Section 8 housing next to million dollar homes
- You don't live west of Highway 40, you wouldn't want it in your backyard
- Put something there that belongs, approve something we can live with

Justin Hanel, 1024 Hawks Landing Drive, stated his opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings.

Comments included;

- Echoed comments made by previous speakers
- Proposed project does not fit, does not fit architecture or aesthetics
- Strongly opposed

David Vogt, 3 Wingspan Court, stated his opposition to the request for approval of the Hawk Ridge Senior Living Site Plan for construction of an adult retirement community consisting of 120 dwelling units in five buildings. Comments included;

- Three-story versus one-story, one-story better suits the area
- Suggested developer consider the Lake Saint Louis nursery land which is available and adjacent to three-story brick buildings at The Meadows

Hearing no further comment, Mayor Schweikert stated the Public Hearing will be continued.

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CALENDAR:

Paul Markworth, City Administrator, identified dates of interest on the City calendar including:

- Park Board – August 18, 2020
- Tree Board – August 18, 2020
- Planning and Zoning Commission – September 3, 2020
- City Hall will be closed on Labor Day – September 7, 2020
- Next Regular Board of Aldermen Work Session – Tuesday, September 8, 2020
- Next Regular Board of Aldermen Meeting – Tuesday, September 8, 2020

MINUTES: August 3, 2020 Regular Meeting

MOTION TO APPROVE THE MINUTES FROM THE AUGUST 3, 2020 REGULAR BOA MEETING.

Alderman Turner made a motion to waive the reading of the minutes from the August 3, 2020 Regular BOA Meeting and approve same as submitted. The motion was seconded by Alderman Pellerito and passed unanimously.

THE MINUTES FROM THE AUGUST 3, 2020 REGULAR BOA MEETING STAND APPROVED AS SUBMITTED.

CONSENT AGENDA:

MOTION TO APPROVE THE CONSENT AGENDA:

Alderman Turner made a motion to approve the Consent Agenda. The motion was seconded by Alderman Pellerito and passed unanimously. The following item was approved:

Warrant dated August 17, 2020 in the amount of \$801,442.27

APPOINTMENTS:

CITY OF LAKE SAINT LOUIS
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PUBLIC COMMENT:

TABLED:

OLD BUSINESS:

NEW BUSINESS:

Bill No. 4343 – An ordinance amending the Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Commercial Flyers and Section 610.150 General Prohibitions.

MOTION TO REMOVE FROM THE AGENDA:

Alderman Potter made a motion to remove Bill No. 4343 from the agenda. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4343 was removed from the agenda.

Bill No. 4346 – An ordinance amending the Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Commercial Flyers and Section 610.150 General Prohibitions.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4346. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4346 was read.

SECOND READING:

Alderman Law made a motion to authorize the second reading of Bill No. 4346. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4346 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4346 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4133.

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Alderman Law made a motion to approve the second reading of Bill No. 4346 and pass same by assigning Ordinance No. 4133. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4347 – An ordinance approving and authorizing the execution of an Intergovernmental Cooperation Agreement by and between the City of Lake Saint Louis, Missouri and the St. Charles County Community College for limited radio dispatching services.

FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4347. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4347 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4347. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4347 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4347 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4134.

Alderman Turner made a motion to approve the second reading of Bill No. 4347 and pass same by assigning Ordinance No. 4134. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4348 – An ordinance approving a Preliminary Subdivision Plat and Final Subdivision Plat associated with the resubdivision of Lot 19 of the Mill Creek Plat 1 Subdivision and lot 20 of the Mill Creek Plat 2 Subdivision.

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FIRST READING:

Alderman Vennard made a motion to authorize the first reading of Bill No. 4348. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4348 was read.

SECOND READING:

Alderman Vennard made a motion to authorize the second reading of Bill No. 4348. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4348 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4348 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4135.

Alderman Vennard made a motion to approve the second reading of Bill No. 4348 and pass same by assigning Ordinance No. 4135. The motion was seconded by Alderman Turner; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4349 – An ordinance approving Final Subdivision Plats for Plats 1 and 2 of the Windsor Park Subdivision.

FIRST READING:

Alderman Pellerito made a motion to authorize the first reading of Bill No. 4349. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4349 was read.

SECOND READING:

Alderman Pellerito made a motion to authorize the second reading of Bill No. 4349. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4349 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4349 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4136.

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Alderman Pellerito made a motion to approve the second reading of Bill No. 4349 and pass same by assigning Ordinance No. 4136. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4350 – An ordinance authorizing the Mayor and/or City Administrator to execute an Escrow Agreement with Windsor Park, LLC guaranteeing completion of subdivision improvements for Plat 1 of the Windsor Park Subdivision.

FIRST READING:

Alderman Torlina made a motion to authorize the first reading of Bill No. 4350. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4350 was read.

SECOND READING:

Alderman Torlina made a motion to authorize the second reading of Bill No. 4350. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4350 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4350 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4137.

Alderman Torlina made a motion to approve the second reading of Bill No. 4350 and pass same by assigning Ordinance No. 4137. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4351 – An ordinance authorizing the Mayor and/or City Administrator to execute an Escrow Agreement with Windsor Park, LLC guaranteeing completion of subdivision improvements for Plat 2 of the Windsor Park Subdivision.

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FIRST READING:

Alderman Potter made a motion to authorize the first reading of Bill No. 4351. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4351 was read.

SECOND READING:

Alderman Potter made a motion to authorize the second reading of Bill No. 4351. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4351 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4351 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4138.

Alderman Potter made a motion to approve the second reading of Bill No. 4351 and pass same by assigning Ordinance No. 4138. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4352 – An ordinance to adopt a budget revision for the City of Lake Saint Louis' budgets for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4352. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4352 was read.

SECOND READING:

Alderman Law made a motion to authorize the second reading of Bill No. 4352. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4352 was read.

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MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4352 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4139.

Alderman Law made a motion to approve the second reading of Bill No. 4352 and pass same by assigning Ordinance No. 4139. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4353 – An ordinance to authorize the Mayor and/or City Administrator to enter into a License Agreement with Karoline Parsons to install and maintain a Little Free Library.

FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4353. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4353 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4353. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4353 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4353 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4140.

Alderman Turner made a motion to approve the second reading of Bill No. 4353 and pass same by assigning Ordinance No. 4140. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Potter, Law, Turner and Torlina. Nays, Vennard and Pellerito. The motion passed.

Bill No. 4354 – An ordinance approving an Escrow Agreement with McBride Duello, LLC, guaranteeing completion of subdivision improvements for Plat 3 of the Wyndstone Subdivision.

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FIRST READING:

Alderman Vennard made a motion to authorize the first reading of Bill No. 4354. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4354 was read.

SECOND READING:

Alderman Vennard made a motion to authorize the second reading of Bill No. 4354. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4354 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4354 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4141.

Alderman Vennard made a motion to approve the second reading of Bill No. 4354 and pass same by assigning Ordinance No. 4141. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4355 – An ordinance extending the Site Plan approval to the Lutheran Senior Services for the purpose of building the Lake Pointe Continuing Care Retirement Community on approximately 37.29 acres; said property being generally located northwest of Dauphine Drive, northeast of Civic Center Drive, and west of Freymuth Road.

FIRST READING:

Alderman Pellerito made a motion to authorize the first reading of Bill No. 4355. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4355 was read.

SECOND READING:

Alderman Pellerito made a motion to authorize the second reading of Bill No. 4355. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4355 was read.

CITY OF LAKE SAINT LOUIS
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MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4355 AND
ADOPT SAME BY ASSIGNING ORDINANCE NO. 4142.

Alderman Pellerito made a motion to approve the second reading of Bill No. 4355 and pass same by assigning Ordinance No. 4142. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4356 – An ordinance approving a Preliminary Development Plan for a multi-building commercial development located on Lot C1 of Hawk Ridge Village Plat 3.

FIRST READING:

Alderman Torlina made a motion to authorize the first reading of Bill No. 4356. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4356 was read.

SECOND READING:

Alderman Torlina made a motion to authorize the second reading of Bill No. 4356. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4356 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4356 AND
ADOPT SAME BY ASSIGNING ORDINANCE NO. 4143.

Alderman Torlina made a motion to approve the second reading of Bill No. 4356 and pass same by assigning Ordinance No. 4143. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4357 – An ordinance amending the Detail to Development Standards for the Shoppes at Hawk Ridge related to building setbacks and monument signs.

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FIRST READING:

Alderman Potter made a motion to authorize the first reading of Bill No. 4357. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4357 was read.

SECOND READING:

Alderman Potter made a motion to authorize the second reading of Bill No. 4357. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4357 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4357 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4144.

Alderman Potter made a motion to approve the second reading of Bill No. 4357 and pass same by assigning Ordinance No. 4144. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

Bill No. 4358 – An ordinance authorizing the City of Lake Saint Louis, Missouri, to enter into an Escrow Agreement related to the defeasance and redemption of certain bonds of the City; authorizing the defeasance and redemption of certain bonds of the City in advance of the stated maturity thereof and payment of certain costs of such defeasance; authorizing and approving certain other documents; and authorizing certain other actions in connection with the defeasance and redemption of the bonds.

MOTION TO AMEND:

Alderman Torlina made a motion to amend Bill No. 4358 by replacing the Escrow Agreement with the revised "substitute" Escrow Agreement. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4358 was amended.

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FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4358 as amended. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4358 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4358 as amended. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4358 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4358 AND ADOPT SAME AS AMENDED BY ASSIGNING ORDINANCE NO. 4145.

Alderman Turner made a motion to approve the second reading of Bill No. 4358 and pass same as amended by assigning Ordinance No. 4145. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Potter, Vennard, Law, Turner, Torlina and Pellerito. Nays, none. The motion passed.

BOARD COMMENTS:

Alderman Potter said he recently returned from Colorado where everyone he encountered or observed was wearing a mask. He went on to say that he also noticed that they made their roads narrower to permit restaurants to have more outdoor seating.

Aldermen Pellerito complimented the Public Works Department and the Parks and Recreation Department for the nice comments they received from the community. He noted their efficiency in the way they conduct business is appreciated. Alderman Pellerito thanked City staff.

Alderman Vennard agreed.

Alderman Turner apologized for arriving late to the meeting.

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Mayor Schweikert offered her congratulations to the Dierbergs team and thanked the audience members for their attendance and participation at the meeting. She informed the Board she would not be at the next Board of Aldermen meeting.

Alderman Vennard said she won't be at the next meeting either.

STAFF:

Chris DiGiuseppi, Police Chief, asked the Board if their September meeting would be in-person or virtual. The Mayor polled the Board. The consensus of the Board was to hold the Board of Aldermen September meetings via teleconference (Zoom). Aldermen Turner voted to hold the September meetings in-person, noting his opposition to holding the meetings via teleconference.

Louis Clayton, Community Development Director, said the first drafts of the proposed development code and zoning map update are available on the City's Website for public review and comment. The public comment period will be open until September 4, 2020.

EXECUTIVE SESSION:

GENERAL DISCUSSION:

ADJOURNMENT:

There being no further business to come before the Board in regular session, the meeting was, on motion duly made, seconded and unanimously voted on, adjourned.

Donna F. Daniel, City Clerk

RESOLUTION NO. 08-17-20 (1)

A RESOLUTION APPROVING A SITE PLAN ASSOCIATED WITH THE CONSTRUCTION OF AN ADULT RETIREMENT COMMUNITY CONSISTING OF 120 DWELLING UNITS IN FIVE BUILDINGS AND RELATED SITE IMPROVEMENTS LOCATED ON LOT 8 OF THE HAWK RIDGE BUSINESS PARK AND GOLF COURSE.

WHEREAS, LSL Land Company, LLC, applicant on behalf of Balam Properties, LLC, property owner, proposes construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements as detailed on the plans with a revision date of July 29, 2020 (labeled as Exhibit "A", attached hereto and made a part hereof); and,

WHEREAS, the applicant has submitted to the City an application requesting approval of a Site Plan; and,

WHEREAS, the Planning and Zoning Commission for the City of Lake Saint Louis, subsequent to a Public Hearing prescribed by law and held on August 6, 2020 has recommended denial of the requested Site Plan; and

WHEREAS, after notice required by law and ordinance, a Public Hearing was held before the Board of Aldermen of the City of Lake Saint Louis on August 17, 2020 to consider the request and recommendation; and

WHEREAS, upon due consideration, the Board of Aldermen finds and determines that good planning practice and the public health, safety, and general welfare would be best served by approving an amended Site Plan for the property as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE SAINT LOUIS, MISSOURI, AS FOLLOWS:

SECTION 1. The Site Plan for the property as shown on Exhibit "A" is hereby approved subject to the following conditions:

1. Where the existing trees and vegetation located along the western and northern property lines do not satisfy the minimum depth or density requirements of the required "Condition A" buffer, additional plantings will be required and shall be shown on a revised landscape plan.
2. The applicant shall pay a cash contribution in lieu of parkland dedication in the amount of \$84,000 in accordance with Section 425.460.F.2 of the Municipal Code, prior to issuance of a building permit.

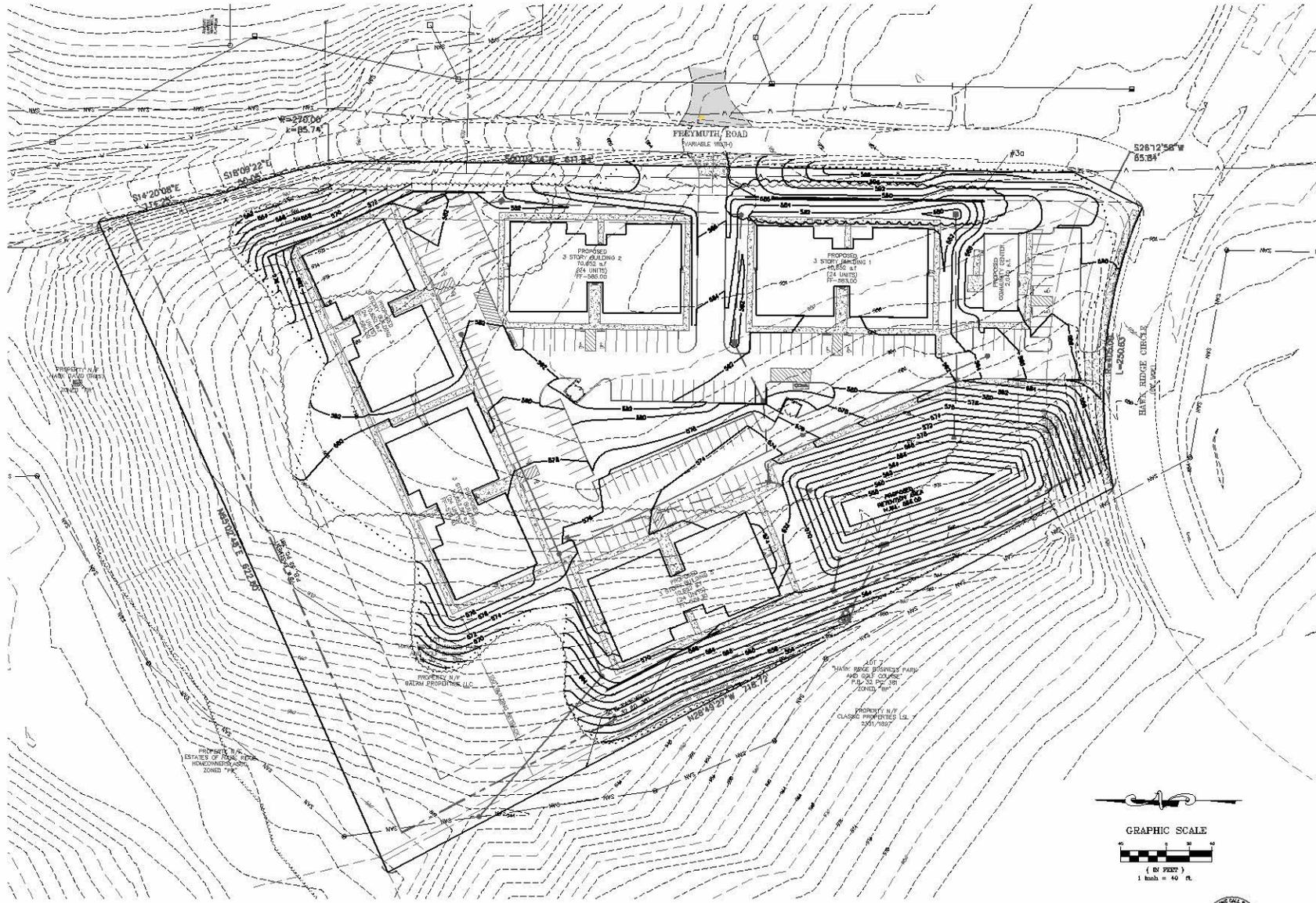
SECTION 2. The Board of Aldermen hereby authorizes such approval be endorsed under the hands of the Mayor and the City Clerk for the City.

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk



A SITE PLAN FOR
HAWK RIDGE SENIOR LIVING
 HAWK RIDGE CIRCLE
 LAKE ST. LOUIS, ST. CHARLES COUNTY MO



**ENGINEERING
 PLANNING
 SURVEYING**
 221 Point West Blvd.
 St. Charles, MO 63301
 636-265-0563
 FAX 636-265-1118

Bob Engineering Company, Inc.
 Missouri State Certificate of Authority
 Engineering 650006
 Missouri State Certificate of Authority
 Surveying 470044

REVISIONS

NO.	DATE	DESCRIPTION
07-22-20		CITY COMMENTS
07-29-20		CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any
 responsibility for all other
 drawings, specifications, estimates,
 reports or other documents or
 instruments relating to or
 intended to be used for any part
 or parts of the architectural or
 engineering project or survey
 other than those authorized by
 my seal.

Charles L. Hesterman
 Civil Engineer
 E20671

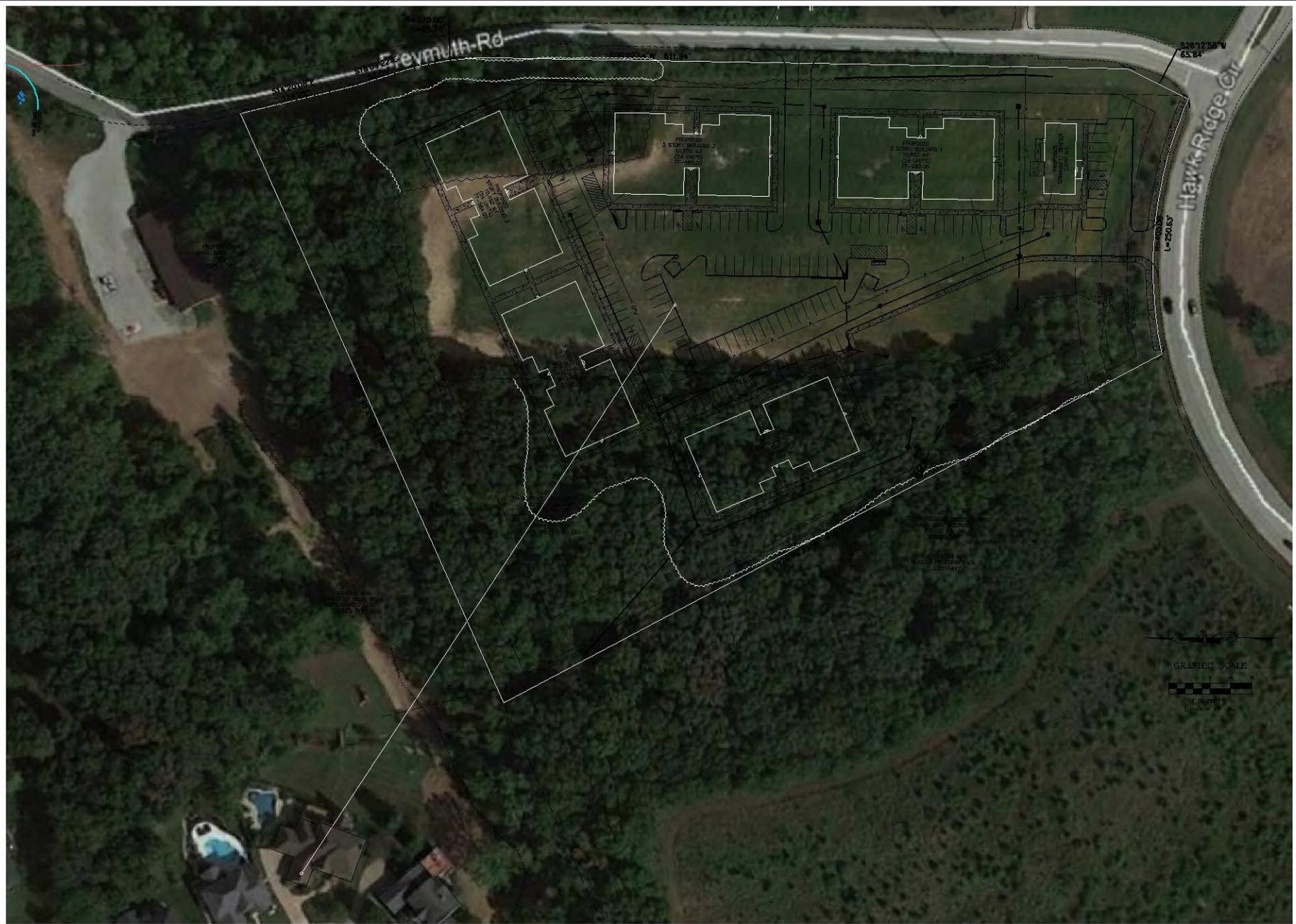
07-15-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM
 DWG
 CHECKED
 JCM CLH
 DRAWN/CHECKED

GRADING
 PLAN



CALL BEFORE
 YOU DIG!
 1-800-DIG-RITE

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE RESPONSIBILITY OF THE LOCATION OF ALL UNDERGROUND UTILITIES, OTHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.



A SITE PLAN FOR
HAWK RIDGE SENIOR LIVING
 HAWKS RIDGE CIRCLE
 LAKE ST. LOUIS, ST. CHARLES COUNTY MO

PREPARED FOR:
 LUSAS ARCHITECTS, PLLC
 PROJECT NUMBER



**ENGINEERING
 PLANNING
 SURVEYING**
 221 Felsk Veet Blvd.
 St. Charles, MO 63011
 636-265-0262
 FAX 636-265-0188

Box Engineering Company, Inc.
 Missouri State Certificate of Authority
 Engineering 000002
 Missouri State Certificate of Authority
 Surveying 070144

REVISIONS

NO.	DATE	DESCRIPTION
07-22-20		CITY COMMENTS

DISCLAIMER OF RESPONSIBILITY
 I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authorized by my seal.



Oliver L. Heilmann
 Civil Engineer
 02887

07-27-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM CLH
 DWG CHECKED

SITE
 AERIAL

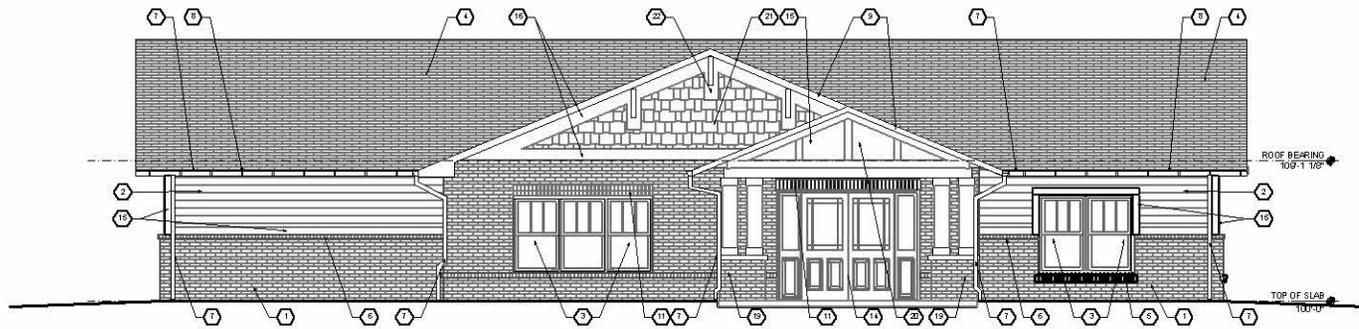
FIXTURES MOUNTED ON 20' POLE & 3' BASE
 LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE	illuminance	Fc	2.20	7.3	0.5	4.40
SPILL LIGHT	illuminance	Fc	0.02	0.5	0.0	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	LLF	Description
	4	S1	SINGLE	234	936	0.900	PRV-XL-PA3B-740-U-SHQ
	1	S2	SINGLE	234	234	0.900	PRV-XL-PA3B-740-U-T4W
	2	S3	SINGLE	112	224	0.900	PRV-PA2A-740-U-T3
	2	S4	SINGLE	303	606	0.900	PRV-XL-PA4B-740-U-T4W-HSS

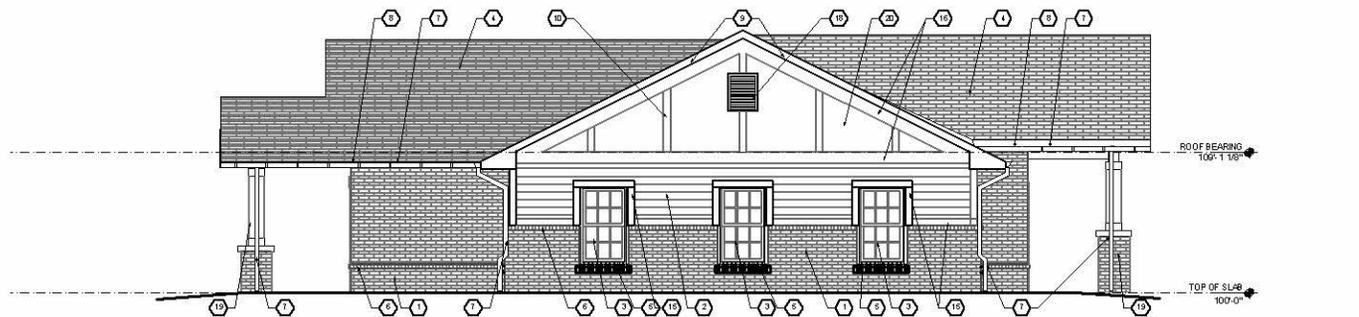
DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
 ANY CHANGES TO YOUR PLANS (SIZE OF OR LOCATION, AIR INTAKE, AIR FLOW, ALL)
 SYSTEMS, SITE CONDITIONS, THAT AFFECT ANY OF THE PREVIOUSLY MENTIONED SHALL
 VOID CURRENT LAYOUT AND REQUIRE CHANGE REQUEST AND RECALCULATION.





2 CLUBHOUSE BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



1 CLUBHOUSE BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

KEYED ELEVATION NOTES:

- 1 BRICK VENEER PER SPECIFICATIONS.
- 2 FIBER CEMENT LAP SIDING PER SPECIFICATIONS.
- 3 VINYL WINDOW PER SPECIFICATIONS.
- 4 DIMENSIONAL SHINGLE ON 15# FELT ON EXTERIOR SHEATHING PER SPECIFICATIONS.
- 5 BRICK ROWLOCK SILL.
- 6 BRICK ROWLOCK COURSE.
- 7 PRE-FINISHED ALUMINUM GUTTER AND DOWNSPOUT.
- 8 PRE-FINISHED ALUMINUM WRAPPED FASCIA.
- 9 PRE-FINISHED ALUMINUM WRAPPED RAKE BOARD.
- 10 4" TRIM BOARD.
- 11 BRICK SOLDIER COURSE.
- 12 LOMANCO 135 ROOF JACK OR EQUAL.
- 13 PRE-FINISHED ALUMINUM COLUMN.
- 14 DOOR PER SCHEDULE.
- 15 6" TRIM BOARD.
- 16 10" TRIM BOARD.
- 17 42" HIGH VINYL HANDRAIL W/ VINYL SPINDLES @ 5" O.C. MAX. (4" MAX. BETWEEN).
- 18 PRE-FINISHED WEATHERPROOF LOUVER WITH DECORATIVE TRIM AND BIRD SCREEN PER SPEC.
- 19 FIBER CEMENT CLAD COLUMN W/ BRICK BASE.
- 20 FIBER CEMENT PANEL "SMOOTH" FINISH.
- 21 FIBER CEMENT "SHAKE" PANEL.
- 22 FYPON BRACKET.

DEVELOPER 7/20/20

HAWK RIDGE SENIOR LIVING, LP

2451 EXECUTIVE DRIVE, SUITE 203
ST CHARLES, MO 63303

HAWK RIDGE SENIOR LIVING

48 HAWK RIDGE CIRCLE
LAKE ST. LOUIS, MISSOURI 63367



PRELIMINARY STUDIES

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2 APARTMENT BUILDING ELEVATION



1 APARTMENT BUILDING ELEVATION

DEVELOPER _____ 7/20/20
 HAWK RIDGE SENIOR
 LIVING, LP
 2451 EXECUTIVE DRIVE, SUITE 203
 ST CHARLES, MO 63305

HAWK RIDGE SENIOR LIVING
 48 HAWK RIDGE CIRCLE
 LAKE ST. LOUIS, MISSOURI 63367

e+a

PRELIMINARY STUDIES
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2

APARTMENT BUILDING ELEVATIONS



1

APARTMENT BUILDING ELEVATIONS

DEVELOPER 7/20/20

HAWK RIDGE SENIOR
LIVING, LP

2451 EXECUTIVE DRIVE, SUITE 203
ST CHARLES, MO 63303

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PRELIMINARY STUDIES

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2 CLUBHOUSE BUILDING ELEVATION



1 CLUBHOUSE BUILDING ELEVATION

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2 CLUBHOUSE BUILDING ELEVATION



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PLANNING & ZONING COMMISSION

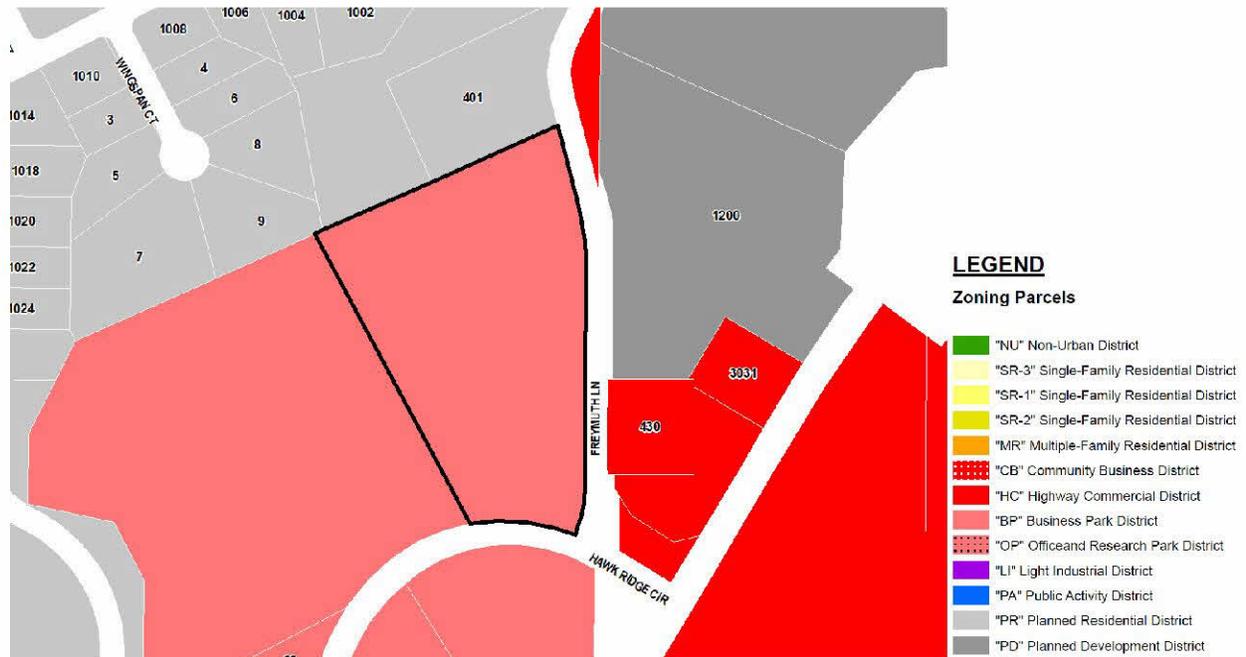
STAFF REPORT

MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>Northwest corner of Freymuth Lane and Hawk Ridge Circle (Lot 8 of Hawk Ridge Business Park and Golf Course)</p>
PROPERTY OWNER	Balam Properties LLC
APPLICANT	LSL Land Company, LLC
LOT SIZE	8.37 acres
ZONING	"BP" Business Park
APPLICATION TYPE	Site Plan Review
PROPOSAL	Construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements.
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

The subject property measures 8.37 acres and is located northwest corner of Freymuth Lane and Hawk Ridge Circle (Lot 8 of Hawk Ridge Business Park and Golf Course). The property was annexed into the city in 1990 (Ordinance 689) along with 351 acres which includes Hawk Ridge Business Park and The Heritage of Hawk Ridge Subdivision. The Hawk Ridge Business Park and Golf Course was platted in 1995. The property is currently vacant and has a zoning designation of "BP" Business Park. Adjacent land uses and zoning designations are summarized in the following chart and map:

Direction	Land Use	Name	Zoning
North	Single-Family	Estates of Hawk Ridge	"PR" Planned Residential
Northeast	Commercial (under development)	Hawk Ridge Crossing	"PD" Planned Development
Southeast	Vacant		"HC" Highway Commercial
South	Vacant	Hawk Ridge Business Park	"BP" Business Park
West	Vacant	Hawk Ridge Business Park	"BP" Business Park



The Comprehensive Plan's Future Land Use Map designates the subject property as "Business/Office Park". Excerpts from the Comprehensive Plan are included below.



Business / Office Park

Business / Office Park are locations that are major employment centers with architecturally distinctive office buildings grouped to create a campus-like layout. Business / Office Park locations are primarily located along Lake Saint Louis Boulevard near the I-64 interchange with the goal of creating a synergy of an office campus to complement existing development such as NISC and MTM. Extensive open space and landscaping are a key feature of Business / Office Park locations. Pedestrian and bicycle connections are to be provided for internal circulation and to provide connections to citywide networks.



Design Expectations

- Public, multi-use trail connections shall connect to adjacent sites. Trail connections shall utilize common areas or buffer areas.
- Buildings grouped to create a campus-like layout that promotes common areas such as plazas and formal open space.
- Design of buildings should be architecturally distinctive and contribute to the architectural value of the City. High quality materials such brick, stone, and glass shall be utilized. Quality of design should be visible from a distance and also up close at a pedestrian scale.
- Buildings should be set in a natural setting with extensive landscaping. Large expanse of parking should be avoided.
- Extensive buffering between adjacent uses.

Details

Building Placement	<ul style="list-style-type: none"> Grouped for campus-like layout that promotes pedestrian and bicycle connections.
Building Height	<ul style="list-style-type: none"> 65' max. Taller structures may be allowed near I-64 and areas not impacting residential.
Density	<ul style="list-style-type: none"> 2.0 FAR. Higher densities allowed if public amenities are provided.
Parking	<ul style="list-style-type: none"> Off-street. Shared parking is encouraged.
Landscape	<ul style="list-style-type: none"> Extensive landscaping, including street trees along internal drives and adjacent streets.
Other	<ul style="list-style-type: none"> 40% of the site retained for open space. Public, multi-use trail connections shall connect to adjacent sites.

PROJECT DESCRIPTION

The applicant proposes the construction of an adult retirement community (60 or older) consisting of 120 dwelling units in five buildings. Each building is three stories tall, measures 10,652 square feet, and contains six one-bedroom units and 18 two-bedroom units. A one-story, 2,040-square-foot community center is also proposed. The proposed use is a permitted use in the "BP" Business Park Zoning District and requires approval of Site Plan Review.

Dimensional Standards

The proposed development complies with the dimensional standards of the "BP" Business Park Zoning District, including height, setback and lot coverage requirements.

	Required (Section 410.680)	Proposed
Height	70 feet (maximum)	+/- 40 feet (3 stories)
Front Yard Setback	50 feet (minimum)	51 feet (Freymuth Lane), +/-80 feet (Hawk Ridge Circle)
Side Yard Setback	15 feet (minimum)	+/- 53.81 feet
Rear Yard Setback	30 feet (minimum)	+/- 151.1 feet
Site Coverage	60% (maximum)	38%

Access & Circulation

The site will have full access from both Hawk Ridge Circle and Freymuth Lane. A sidewalk is proposed along the property's frontage on Hawk Ridge Trail.

Parking

For age-restricted housing (over 60 years of age), the parking requirements are one parking space per four dwelling units plus one guest space per 10 dwelling units. Based on the number of proposed units, 42 parking spaces are required, and 144 parking spaces are proposed.

Section 430.170 of the Municipal Code states that if an applicant requests more than 150% of the minimum number of required spaces, they must present to the Planning and Zoning Commission a parking-traffic study prepared by a traffic engineer demonstrating, by clear and convincing evidence, that the expected vehicle use and parking space demand for the development will require more than 150% of the minimum number of required spaces.

The applicant has submitted a parking study conducted by GBA. Considering local parking demand data from other local senior-living apartment developments of a similar nature and nationally-accepted parking generation data available from the Institute of Traffic Engineers (ITE), GBA states that in their opinion, the proposed parking supply of 144 parking spaces is appropriate.

Based on the proposed use and gross-floor area of the building, two loading spaces are required and are shown on the plans.

Stormwater Management

Stormwater runoff from the site will be piped to a new retention area located at the southwest corner of the lot. The Public Works Department finds the stormwater plan acceptable.

Landscaping

The proposed landscaping complies with and/or exceeds the minimum planting requirements for street trees, parking lot trees and building foundation landscaping found in Section 245.030 of the Municipal Code.

The "Condition A" landscape buffer (two canopy trees, two evergreen trees, three understory trees and 20 shrubs per 100 linear feet) is required along the western and northern property lines. Where the existing trees and vegetation do not satisfy the minimum depth or density requirements of the required buffer, additional plantings will be required and shall be shown on a revised landscape plan.

The City's contracted arborist has reviewed the landscape plan and is of the opinion that the landscape design and plant selection is acceptable.

Park Land

Pursuant to [Section 425.460.F.2](#) of the Municipal Code, where a subdivision or development is too small to include an adequate park site, or when the available land is inappropriate for recreational uses, or when the City determines that the recreational needs of the residents of a proposed development would be better served through the development of land outside of a proposed project boundary, the City shall require the subdivider/developer to pay a cash contribution in lieu of the land dedication requirement. This contribution is calculated \$700 per multi-family dwelling unit. For this project, the required contribution in lieu of parkland dedication is \$84,000 (\$700 x 120 units).

Lighting

Nine single-headed pole lights are proposed along the entrance drive and parking lot. The LED fixtures will be mounted at 23 feet. The photometric plan shows that along the property lines light levels are between 0.0 foot-candles. Building lighting is subject to approval by the Development Review Board.

Building Design

The Development Review Board will review the building's proposed design and materials to ensure compatibility with adjacent buildings and compliance with applicable requirements of the Municipal Code, including Section 410.690.3, *Building Siting and Design*.

CONCLUSION

Staff is of the opinion that the proposed development complies with the applicable requirements of the Municipal Code and that the proposed development is compatible with adjacent land uses. The Comprehensive Plan does not contemplate the "Business/Office Park" land use to include residential uses; however, adult retirement communities are permitted in the "BP" Business Park Zoning District. Staff is of the opinion that the proposed development meets the spirit of the design expectations and details of the "Business/Office Park" land use in the Comprehensive Plan.

STAFF RECOMMENDATION

To *recommend approval* of the proposed Site Plan to the Board of Aldermen with the following conditions:

1. Where the existing trees and vegetation located along the western and northern property lines do not satisfy the minimum depth or density requirements of the required "Condition A" buffer, additional plantings will be required and shall be shown on a revised landscape plan.
2. The applicant shall pay a cash contribution in lieu of parkland dedication in the amount of \$84,000 in accordance with [Section 425.460.F.2](#) of the Municipal Code, prior to issuance of a building permit.

MOTION

The following motion can be read verbatim or modified as desired:

"I move to recommend approval of the Site Plan to the Board of Aldermen with the conditions listed in the staff report".

AN ORDINANCE LEVYING AN ANNUAL FEE TO FUND THE LAKE ST. LOUIS WATER SERVICE REPAIR PROGRAM AND AUTHORIZING COLLECTION OF SUCH FEE WITH THE CITY'S PROPERTY TAXES.

WHEREAS, Section 67.319, RSMo. 2011, as amended, authorized the City of Lake St. Louis to enact an Ordinance imposing an annual fee for the repair of water service lines on or connecting residential property having four or less dwelling units, if approved by a majority of the voters voting on the proposal; and

WHEREAS, the Board of Alderman submitted such a proposal to the voters of the City; and

WHEREAS, a majority of the voters voting on the proposal at the April 3, 2012, general municipal election, approved such an annual fee at a rate not to exceed Twelve Dollars (\$12.00); and

WHEREAS, the Board of Alderman now wishes to carry out the direction of the voters and assess a fee to fund such program, all as provided by law and authorized by the voters;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN FOR THE CITY OF LAKE ST. LOUIS, MISSOURI, AS FOLLOWS:

Section 1. The Annual levee for all residential property having four (4) or fewer dwelling units shall remain at Twelve Dollars (\$12.00). The City shall collect Eight Dollars (\$8.00) for all residential property having four (4) or fewer dwelling units for the year 2021. This fee shall be used for the repair of water service lines on or connecting such property with the public water system line.

The fee imposed hereby shall be imposed upon condominiums that have four or fewer condominium units per building and each condominium unit shall be responsible for its proportionate share of any fee charged pursuant to this chapter, and in addition, any condominium unit shall, if determined to be responsible for and served by its own individual water service line, be treated as an individual residence regardless of the number of units in the development.

The funds collected pursuant to the Ordinance shall be deposited in a special account to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective water service line repairs.

The fee levied hereby shall be added to the real estate tax levy bills of property owners within the City and may be fee in the same manner and to the same extent as provided for the collection of delinquent real estate taxes and tax bills.

BILL NO. 4359

ORDINANCE NO. _____

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

AN ORDINANCE LEVYING AN ANNUAL FEE TO FUND THE LAKE ST. LOUIS SEWER LATERAL REPAIR PROGRAM AND AUTHORIZING COLLECTION OF SUCH FEE WITH THE CITY'S PROPERTY TAXES.

WHEREAS, Section 249.422, RSMo. authorized the City of Lake St. Louis to enact an Ordinance imposing an annual fee for the repair of water service lines on or connecting residential property having six or less dwelling units, if approved by a majority of the voters voting on the proposal; and

WHEREAS, the Board of Alderman submitted such a proposal to the voters of the City; and

WHEREAS, a majority of the voters voting on the proposal at the April 7, 2015, general municipal election, approved such an annual fee at a rate not to exceed Twenty Eight Dollars (\$28.00); and

WHEREAS, the Board of Alderman now wishes to carry out the direction of the voters and assess a fee to fund such program, all as provided by law and authorized by the voters;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN FOR THE CITY OF LAKE ST. LOUIS, MISSOURI, AS FOLLOWS:

Section 1. The Annual levee for all residential property having six (6) or fewer dwelling units shall remain at Twenty Eight (\$28.00). The City shall collect Twenty Dollars (\$20.00) for all residential property having six (6) or fewer dwelling units for the year 2021. This fee shall be used for the repair of Sewer Lateral lines on or connecting such property with the public water system line.

The fee imposed hereby shall be imposed upon condominiums that have six or fewer condominium units per building and each condominium unit shall be responsible for its proportionate share of any fee charged pursuant to this chapter, and in addition, any condominium unit shall, if determined to be responsible for and served by its own individual water service line, be treated as an individual residence regardless of the number of units in the development.

The funds collected pursuant to the Ordinance shall be deposited in a special account to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective water service line repairs.

The fee levied hereby shall be added to the real estate tax levy bills of property owners within the City and may be fee in the same manner and to the same extent as provided for the collection of delinquent real estate taxes and tax bills.

BILL NO. 4360

ORDINANCE NO. _____

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF LAKE SAINT LOUIS, MISSOURI APPROVING THE FORM OF A SECOND AMENDED AND RESTATED TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT BY AND AMONG THE SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT, SR DEVELOPMENT, LLC AND THE CITY, AND AUTHORIZING AND DIRECTING THE EXECUTION THEREOF; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Lake Saint Louis, Missouri (the "*City*") is a fourth-class city and political subdivision of the State of Missouri, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, as of December 19, 2016, the City and SR Development, LLC (the "*Developer*") entered into a Transportation Project Reimbursement Agreement (the "*Original Agreement*"), authorized by Ordinance No. 3620 passed and approved by the City's Board of Aldermen on December 19, 2016 that contemplated, among other things, the formation of a transportation development district; and

WHEREAS, on June 8, 2018, the Circuit Court of St. Charles County, Missouri entered a Judgment and Order Organizing a Transportation Development District that was restated by the Restated Judgment and Order Organizing a Transportation Development District entered on June 14, 2018, approving the creation of the South Ridge Transportation Development District (the "*District*"); and

WHEREAS, on August 20, 2018 the Developer and the City entered into an Amended Agreement to amend, restate and supersede the Original Agreement to, among other things, add the District as a party, authorized by Ordinance No. 3898; and

WHEREAS, the City is willing to enter into a Second Amended and Restated Transportation Project Reimbursement Agreement by and among the District, the Developer and City in substantially the form of **Exhibit A**, attached hereto and incorporated herein by reference (the "*Agreement*"), which amends, restates and supersedes the Amended Agreement; and

WHEREAS, the City's Board of Aldermen finds and determines that entering into the Agreement is in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE SAINT LOUIS, MISSOURI, AS FOLLOWS:

Section 1. Approval of and Execution of Agreement. The City's Board of Aldermen hereby finds and determines that it is necessary and desirable to enter into the Second Amended Agreement in substantially the form of **Exhibit A**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials and/or officers of the City executing such Agreement, such officials' and/or officers' signatures thereon being conclusive evidence of their approval thereof. The City's Mayor is hereby authorized and directed to execute the Agreement on behalf of the City and the City Clerk of the City is hereby authorized and directed to attest thereto and to affix the seal of the City thereon.

Section 2. Further Authorization. The City shall, and the officials, officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Recitals and Exhibits. The recitals of this Ordinance (consisting of the Whereas clauses appearing at the beginning of this Ordinance) and the exhibits to this Ordinance are incorporated in and shall for all purposes be deemed to be a part of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

Exhibit A

FORM OF AGREEMENT

(Attached hereto.)

SECOND AMENDED AND RESTATED

TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the ___ day of _____, 2020 (the "**Effective Date**"), by and among the SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision and transportation development district duly organized and existing under the laws of the State of Missouri (the "**TDD**"), SR DEVELOPMENT, LLC (the "**Developer**"), and the CITY OF LAKE SAINT LOUIS, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the "**City**").

RECITALS

The following statements of background and purpose are an integral part of this Agreement:

A. Developer currently owns substantially all of an approximately 16 acre tract of land, such land being legally described as set forth on **Exhibit A**, attached hereto and incorporated herein by reference ("**Developer's Parcel**").

B. Developer desires to develop Developer's Parcel for one or more commercial uses.

C. In connection with the development of Developer's Parcel, it will be necessary to make certain improvements to the road and transportation system on, adjacent to, and nearby Developer's Parcel, including the Transportation Project (defined herein).

D. The City and the Developer entered into that Transportation Project Reimbursement Agreement dated as of December 19, 2016 (the "**Original Reimbursement Agreement**") concerning a portion of the Transportation Project.

E. The Original Reimbursement Agreement contemplated that St. Charles County, Missouri (the "**County**") and the City would reimburse to Developer a certain percentage of the costs necessary to construct the City/County Contribution Portion of Transportation Project, (each as defined herein) not to exceed \$385,487.00 (the "**City/County Contribution**").

F. On or about March 6, 2017, the City and the County entered into a financing agreement concerning the payment of the City/County Contribution (as further defined herein, the "**County Financing Agreement**").

G. On or about December 19, 2016, as contemplated under Section 6.12(f) of the Original Reimbursement Agreement, the City and the Developer (among others) entered into that Assignment and First Amendment to the Pre-Annexation Agreement (such agreement, as amended, the "**Annexation Agreement**"), wherein the parties set forth certain terms and conditions relating to the timing and completion of certain improvements and other obligations as required by the Original Reimbursement Agreement.

H. Moreover, Section 6.13 of the Original Reimbursement Agreement contemplated that the Developer would petition to create the TDD to help subsidize, among other things, the portion of the Transportation Project Costs to be paid by Developer thereunder and the costs necessary to construct the

remainder of the Transportation Project as well as complete other site infrastructure and development of Developer's Parcel as described therein.

I. On October 3, 2017, Developer filed a Petition for Formation of a Transportation Development District with the Circuit Court of St. Charles County, Missouri, as subsequently amended by that First Amended Petition for Formation of a Transportation Development District, and as further amended by that Second Amended Petition for Creation of a Transportation Development District (the "**TDD Petition**") pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "**TDD Act**").

J. On June 8, 2018, the Circuit Court of St. Charles County, Missouri entered a Judgment and Order Organizing a Transportation Development District that was restated by the Restated Judgment and Order Organizing a Transportation Development District entered on June 14, 2018 (collectively, the "**Judgment and Order**"), approving the creation of the TDD.

K. On or about December 12, 2018, the Developer and the City amended and restated the Original Reimbursement Agreement in order to, among other things, add the TDD as a party and comply with Section 238.225.3 of the TDD Act, a copy of which was recorded on January 10, 2019, in Book 70024, Page 494 of the St. Charles County Records (the "**First Amended Agreement**").

L. On or about March 28, 2019, the City and the City of O'Fallon, Missouri ("**O'Fallon**") entered into an intergovernmental cooperation agreement concerning the payment of the Second Contribution (as further defined herein, the "**Cooperation Agreement**") in connection with the Second Contribution Portion of Transportation Project (as further defined herein).

M. The Developer and the City desire to amend and restate the First Amended Agreement in order to, among other things, (i) expand the scope of the Transportation Project and (ii) incorporate certain terms from the Cooperation Agreement.

N. Pursuant to Section 238.250 of the TDD Act, the Developer, the TDD and the City, in its capacity as a local transportation authority under the TDD Act, are authorized to enter into a contract regarding the funding, promotion, planning, designing, constructing, improving, maintaining or operation of the Transportation Project or to assist in such activity.

O. On _____, 2020, following a duly noticed public hearing, the City's Board of Aldermen adopted Ordinance No. _____ approving this Agreement;

P. On July _____, 2020, the Board of Directors of the TDD adopted Resolution 20-____ approving this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AMEND, RESTATE AND SUPERSEDE THE ORIGINAL REIMBURSEMENT AGREEMENT, IN ITS ENTIRETY, AS FOLLOWS:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following words and terms shall have the following meanings:

“Additional Property” means the approximately 11.58 acres of real property located in St. Charles County, Missouri and as of the Effective Date of this Agreement identified by Account Number 765145A000 and Parcel ID 4-0032-S003-00-0012.1000000, which were assigned by St. Charles County, Missouri.

“Additional Transportation Project” means, collectively, those transportation improvements indicated in the Conceptual Site Plan as “Additional Transportation Project”, including but not limited to (i) a signal, or other traffic controls improvement at the intersection of Old Highway N and Sommers Road, and (ii) improvements to and extension of Old Missouri Route N from Southern Ridge Drive to Hawk Ridge Trail; including but not limited to a widening and improvement of the existing road including addition of curb and gutter, enclosed drainage, pedestrian facilities, roadway lighting, utility relocations and other appurtenances necessary to complete the improvement, and (iii) signal, turn lanes, or other traffic controls improvement at the intersection of Old Highway N and Hawk Ridge Trail.

“Additional Transportation Project Contribution” shall have the meaning set forth in Section 9.2 of this Agreement.

“Agreement” means this Second Amended and Restated Transportation Project Reimbursement Agreement by and among the TDD, Developer and the City, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Applicable Laws” means all federal, state, and local laws, statutes, regulations, and ordinances applicable to this Agreement, the Transportation Project or the development of Developer’s Parcel, all as amended from time to time including, but not limited to, the City Code and any performance, labor and material payment bonds required pursuant to applicable State of Missouri law.

“Certificate of Substantial Completion” means a document in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the TDD and the City in accordance with this Agreement and which, upon the acceptance (or deemed acceptance) of the TDD and the City thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Transportation Project in accordance with this Agreement.

“Certificate of Reimbursable Transportation Project Costs” means a document in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, delivered by the Developer to the TDD and the City in accordance with this Agreement and which, upon the acceptance (or deemed acceptance) of the TDD and the City thereof, will evidence that the Developer is entitled to reimbursement for the Reimbursable Transportation Project Costs set forth and described therein.

“City” means the City of Lake Saint Louis, Missouri, a fourth class city and political subdivision of the State of Missouri.

“City Code” means the City Code of the City.

“City/County Contribution” shall have the meaning set forth in Section 7.1 of this Agreement.

“City/County Contribution Portion of Transportation Project” means the contents of subsections (a), (c), (d) and (f) of the definition of Transportation Project, as depicted on **Exhibit D-2**, attached hereto and incorporated herein by reference.

"City Dedication" shall have the meaning set forth in Section 5.7 of this Agreement.

"City Property" shall have the meaning set forth in Section 4.2 of this Agreement.

"Commission" means the Missouri Highways and Transportation Commission created under the provisions of Sections 226.010 to 226.190 of the Revised Statutes of Missouri, as amended.

"Commission Cooperative Agreement" means the agreement by and between the Commission and the TDD relating to, among other things, development and future maintenance of the State Transportation Project.

"Concept Site Plan" means the site plans set forth on **Exhibit D-1** and **Exhibit D-2**, each attached hereto and incorporated herein by reference. The Concept Site Plan depicts, among other things, the Transportation Project.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Transportation Project, as applicable, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City, County, or the Commission, as applicable, in accordance with this Agreement and the Commission Cooperative Agreement, as applicable.

"Consulting Engineer" means any engineer licensed in the State of Missouri and mutually acceptable to City and Developer.

"County" means St. Charles County, Missouri, a political Subdivision of the State of Missouri.

"County Financing Agreement" means the contract by and between the County and the City for the design, right-of-way acquisition, construction, reconstruction and repair of certain roads and bridges from County transportation sales tax funds and relating to the City/County Contribution Portion of Transportation Project, subject to annual appropriation, and such other agreement or amendment or supplement which accounts for such other funds as may be approved by the County.

"Developer" means SR Development, LLC, and its permitted successors or assigns.

"Developer's Parcel" shall have the meaning set forth in the Recitals of this Agreement.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement, which is the date that this agreement is signed by all of the Developer, the TDD and the City.

"Event of Default" shall have the meaning set forth in Section 10.1 of this Agreement.

"Financing Resolution" means the resolution(s) to be adopted by the TDD's Board of Directors authorizing the TDD Obligations, any trust indenture relating thereto, and all related resolutions and proceedings.

"Force Majeure" means strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, enemy or hostile governmental actions, adverse weather conditions, civil commotion, fire or other casualty, utility outages and

disruptions, and any other causes beyond the reasonable control of a party hereto. In no event shall the inability of the Developer to pay any sum due from Developer be deemed a condition of Force Majeure.

"Issuance Costs" means all costs reasonably incurred by the TDD in furtherance of the issuance of TDD Obligations, including but not limited to the fees and expenses of financial advisors and consultants, the TDD's attorneys, the TDD's administrative fees and expenses (including fees and costs of planning consultants), underwriters' discounts and fees, the costs of printing any TDD Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TDD Obligations.

"Local Inspection Fees" shall have the meaning set forth in Section 5.5 of this Agreement.

"Maintenance Agreement" shall have the meaning set forth in Section 5.7 of this Agreement.

"New Transportation Project" means improvements to and extension of Old Missouri Route N from Southern Ridge Drive to Sommers Road; including but not limited to a widening and improvement of the existing road including addition of curb and gutter, enclosed drainage, pedestrian facilities, roadway lighting, utility relocations and other appurtenances necessary to complete the improvement.

"O'Fallon" means the City of O'Fallon, Missouri

"Original Effective Date" means December 19, 2016, the effective date of the Original Reimbursement Agreement.

"Property" means real property necessary for the construction of the Transportation Project.

"Reimbursable Transportation Project Costs" means those Transportation Project Costs and TDD Administrative Costs advanced by the Developer for which the Developer is entitled to reimbursement, as provided for in this Agreement, including, without limitation, any Transportation Projects Costs incurred by the Developer in connection with the New Project before or after final approval thereof pursuant to Section 3.7; provided that the Reimbursable Transportation Project Costs shall not include any Transportation Project Costs covered by the City/County Contribution (to the extent the Developer receives payment of the City/County Contribution) or the Second Contribution (to the extent the Developer receives payment of the Second Contribution).

"Second Contribution" shall have the meaning set forth in Section 7.3 of this Agreement.

"Second Contribution Portion of Transportation Project" means portions of subsections (b), (e) and (f) of the definition of Transportation Project, as depicted on Exhibit D-2, attached hereto and incorporated herein by reference.

"State Transportation Project" means the portion of the Transportation Project that will be merged into the state highways and transportation system under the Commission's jurisdiction. The approximate location of the State Transportation Project is depicted on Exhibit D-1.

"Supporting Information" shall have the meaning set forth in Section 6.2 of this Agreement.

"TDD Administrative Costs" means expenses of the TDD for administration, supervision and inspection incurred in connection with the Transportation Project, which expenses include without

limitation the following: (a) reimbursement of the board of directors of the TDD for actual expenditures in the performance of duties on the behalf of the TDD pursuant to Section 238.222 of the TDD Act; (b) expenses incurred in the exercise of the contractual powers of the TDD pursuant to Section 238.250 of the TDD Act; (c) reimbursement of the Developer for the costs of filing and defending the petition to establish the TDD and all publication and incidental costs incurred in obtaining the Court's certification of the petition pursuant to Section 238.217 of the TDD Act; (d) Issuance Costs; (e) the cost of insurance obtained by the TDD pursuant to Section 238.255 of the TDD Act; (f) the cost of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (g) expenses incurred by the TDD in the exercise of the powers granted under Section 238.252 of the TDD Act, and (g) amounts paid by the Developer for the City's costs, including attorney's fees, in connection with the approval of the Transportation Project, the TDD Petition, this Agreement, and activities related thereto.

"TDD Bonds" means the TDD's revenue bonds authorized and issued by the TDD pursuant to the TDD Act and this Agreement to refund the TDD Notes and/or fund Reimbursable Transportation Project Costs.

"TDD Notes" means the revenue notes issued by the TDD to the Developer for Reimbursable Transportation Project Costs and as further described in Section 6.3 hereof.

"TDD Obligations" means TDD Bonds, TDD Notes or other obligations issued in one or more series by the TDD pursuant to the TDD Act and this Agreement.

"TDD Revenues" means the proceeds of the (i) TDD Sales Tax after deducting the cost of collection of one percent (1%) of the total amount received, or (ii) any special assessments or other funding mechanisms adopted by the TDD in accordance with the TDD Act. TDD Revenues shall not include any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or any sum received by the TDD that is the subject of a suit or other claim communicated to the TDD, which suit or claim challenges the collection of such sum.

"TDD Sales Tax" shall have the meaning set forth in Section 3.2 of this Agreement.

"Transportation Project" means: (a) construction of a three lane cross section on Orf Road between relocated Missouri Route N and Hawk Ridge Trail; (b) construction of new public roads within the boundaries of the TDD; (c) creation of a turning/deceleration lane from relocated Missouri Route N onto Orf Road; (d) the widening of Hawk Ridge Trail at or near its intersection with Orf Road and, in relation thereto, the construction of a two-way left turn lane for traffic on Hawk Ridge Trail; (e) the New Transportation Project (subject to approval thereof in accordance with Section 3.7), and (f) grading, drainage, pavement, curbing, gutters, sidewalks, storm water facilities, structures (including any architectural treatments related thereto), signage, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation or other similar or related infrastructure or improvements in connection with items (a) and (d) above, as applicable. The Transportation Project is depicted on the Concept Site Plan. Unless expressly otherwise provided in this Agreement, the term Transportation Project includes the City/County Contribution Portion of Transportation Project, the Second Contribution Portion of Transportation Project and the State Transportation Project and any other projects authorized and approved in accordance with Section 238.257 of the TDD Act. Notwithstanding any provision of this Agreement to the contrary, the Developer shall not be required to construct item (b) above (and such improvements shall not be deemed a part of the Transportation Project for purposes of this Agreement)

unless Developer obtains all necessary governmental approvals from the City and other applicable authorities for the development of Developer's Parcel.

"Transportation Project Costs" means all costs necessary or incidental to plan, acquire, finance, fund, develop, design and/or construct the Transportation Project (including the New Project) or fund a portion of the Additional Transportation Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design, development, project or construction management or special services incurred; (c) costs of acquisition, settlement and transfer of rights-of-way, easements, leases and other interests in real property; (d) costs of demolition of buildings and improvements, the clearing, excavation, earthwork, backfill and grading of land, site preparation, utility relocation; erosion, drainage and storm water control; storm sewers; and waterproofing; and (e) costs of insurance, performance bonds and guarantees; all of the foregoing as may be further set forth in the TDD Petition.

ARTICLE II
[RESERVED.]

ARTICLE III
TDD

Section 3.1. Governance of the TDD. The Parties acknowledge that under the terms of the Judgment and Order and in accordance with the TDD Act, the TDD will be governed by a board of directors composed of 5 members, who shall be representatives of the owners of real property in the TDD, and will be elected by the owner or owners of real property within the TDD and their legally authorized representative or representatives; three of the members shall be persons designated by the City. For purposes of the TDD Act, the representatives of the City serving on the TDD's board of directors shall be nominated by and shall be deemed to be representatives of one or more owners of record of real property within the TDD. At each meeting of the owners of record of real property in the TDD at which members of the TDD's board of directors are elected (whether an initial, annual or special meeting), the Developer, as owner of real property in the TDD not owned by the City, shall provide, as may be necessary, the City with a proxy for purposes of electing such City officials, officers, agents, representatives or employees to the TDD's board of directors as are consistent with the provisions on this section.

Section 3.2. TDD Sales Tax. On or about June 27, 2018, pursuant to Section 238.235 of the TDD Act, the TDD's Board of Directors approved Resolution No. 18-003, which authorized the imposition of a transportation development district sales tax at the rate of 1% on all retail sales made in the TDD which are subject to taxation pursuant to Sections 144.010 of 144.525 of the Revised Statutes of Missouri, as amended (the "**TDD Sales Tax**"). On or about September 4, 2018, the Circuit Court Clerk of St. Charles County, acting pursuant to the *Order for Election by Unanimous Petition to Approve a Sales Tax* entered by the Court on August 8, 2018, certified the "Unanimous Petition of the Owners' of Record of the Real Property Located within the South Ridge Transportation Development District to Authorize a Transportation Development District Sales Tax at a Rate Of One Percent (1%) for a Period of Not Longer than 30 Years from the Date Such Transportation Development District Sales Tax Is First Imposed". The TDD will use TDD Revenues to pay TDD Administrative Costs and, through the issuance of TDD Obligations, reimburse the Developer for Reimbursable Transportation Project Costs pursuant to the TDD Act. The TDD shall have no obligation to reimburse the Developer for Reimbursable Transportation Project Costs

pursuant to the TDD Act unless and until the TDD and the City has approved a Certificate of Reimbursable Transportation Project Costs in accordance with this Agreement.

Section 3.3. Administration and Collection of TDD Sales Tax.

(a) Pursuant to Section 238.235 of the TDD Act, the Missouri Department of Revenue shall perform all functions incident to the administration, collection, enforcement, and operation of the TDD Sales Tax, and shall collect, in addition to all other sales taxes imposed by law, the TDD Sales Tax described herein. The TDD Sales Tax shall be collected and reported upon such forms and pursuant to such administrative rules and regulations as may be prescribed by the Missouri Department of Revenue. Upon receipt of the TDD Sales Tax from the Missouri Department of Revenue, the State of Missouri shall deposit such revenues into the TDD's special trust fund, as set forth in the TDD Act. The TDD's board of directors, may, in their sole discretion, invest any or all of the moneys deposited into the TDD's special trust fund in accordance with applicable laws and this Agreement. All interest earned upon the balance in the TDD's special trust fund shall be credited to the TDD's special trust fund.

(b) To further assist in the calculation and collection of the TDD Sales Tax, the TDD shall use all reasonable efforts to request any purchaser or transferee of real property located within the TDD, any lessee or other user of real property located within the TDD and any "seller" (as that term is defined in Section 144.010(11) of the Revised Statutes of Missouri, as amended) located in the TDD to provide the TDD with written confirmation of the following: (i) legal business name as registered with the State of Missouri, (ii) site address, (iii) Missouri Tax Identification Number, (iv) contact name, address and phone number of primary corporate contact, and (v) such other information that may be requested by the TDD from time to time. The TDD shall cause any "seller" located in the TDD to prominently display the rate of the TDD Sales Tax imposed at the cash register area.

(c) The TDD shall keep accurate records of the amount of TDD Sales Tax received from the Missouri Department of Revenue and such records shall be open to the inspection by officers of the TDD and the City, subject to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, and the uniform confidentiality provision in Section 32.057 of the Revised Statutes of Missouri, as amended.

(d) The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from the TDD Sales Tax its own collection and administrative fee as provided for in the TDD Act and other applicable statutes.

Section 3.4. Enforcement of the TDD Sales Tax.

(a) The TDD shall take all actions necessary for enforcement of the TDD Sales Tax. The TDD may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Revenues. The Developer covenants to cooperate and take all reasonable actions necessary to assist the TDD in the enforcement of the TDD Sales Tax. The TDD will not repeal or amend the TDD Sales Tax unless such repeal or amendment will not impair the TDD's ability to repay any liabilities which the TDD has incurred, money which the TDD has borrowed or TDD Obligations issued to finance any portion of the Transportation Project and/or Additional Transportation Project.

(b) The TDD shall not modify the amount of the Sales Tax without the prior written consent of the Developer.

(c) The TDD shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the TDD's inability to collect their respective TDD Sales Tax in a timely manner as provided for in the Sales Tax Law. If the Missouri Department of Revenue notifies the TDD that it refuses to undertake enforcement of their respective TDD Sales Tax, the TDD shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the TDD is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of TDD, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.5. TDD Special Assessment. In the event the Developer determines, in its reasonable discretion, that the TDD Revenues are not sufficient to satisfy the TDD Obligations, then the Developer may cause a special assessment petition approving a special assessment, in an amount determined by the Developer, to be submitted to the TDD's board of directors in accordance with Section 238.230 of the TDD Act. Upon receipt of such petition, the TDD agrees to cooperate and undertake the execution of any and all documents necessary for the imposition and approval of any such special assessment. The special assessment shall only be levied and assessed in amounts specified by the Developer in writing.

Section 3.6. Developer's Covenants Related to the TDD. The Developer covenants and agrees as follows:

(a) The Developer shall in good faith cooperate and assist the TDD by taking all reasonable actions necessary to cause TDD Revenues to be paid and deposited into the TDD's special trust fund, including its cooperation with the TDD, St. Charles County, Missouri, and the Missouri Department of Revenue in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(b) The Developer waives the right to file suit to set aside the TDD Sales Tax or otherwise question the validity of the proceedings relating thereto.

(c) The Developer shall notify the TDD in writing of any sale, lease, transfer or other disposition of any real property within the TDD that is owned by the Developer or a related entity, which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the TDD and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(d) Upon the earlier to occur of the satisfaction of the TDD Obligations or the expiration date of the TDD Sales Tax, the Developer shall cooperate with the TDD and the City to obtain approval of any proposal for the abolishment of the TDD pursuant to the TDD Act.

The Developer's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the Developer's real property within the TDD. The Developer shall record or cause to be recorded this agreement or a memorandum of such covenants in the records of the Recorder of Deeds of St. Charles County, Missouri.

Section 3.7. New Project. To the extent the TDD has not already done so, the TDD's board of directors shall adopt a resolution approving the New Transportation Project in accordance with Section 238.257 of the TDD Act. Promptly after the adoption of a resolution of the TDD approving the New Transportation Project, the Developer, shall in good faith cooperate and assist in obtaining approval for the New Project (and the proposed funding thereof) at an election held in accordance with Section 238.257 of the TDD Act. To the extent required by the TDD Act, the O'Fallon, the TDD and the Developer shall enter into a mutually satisfactory agreement regarding development and future maintenance of those portions of the New Project located in O'Fallon (the "***O'Fallon Agreement***").

ARTICLE IV CITY PROPERTY

Section 4.1. Developer Control and Ownership. Except for rights required to install a turn lane and sidewalk at the intersection of Sommers Road Old Highway N ("Easement Area), Developer represents and warrants to City that, to its knowledge, except for the portion of the Transportation Project described on the Concept Site Plan as "City Property", Developer or its affiliate owns and/or controls, directly or indirectly, all Property necessary to construct the Transportation Project; the amount reasonably paid by the Developer or the TDD to acquire applicable rights with respect to the Easement Area, shall be deemed a Reimbursable Transportation Project Cost to the extent permitted under the TDD Act. The Developer will not be reimbursed for right of way land cost within the Developers Parcel.

Section 4.2. City Ownership and Control. The City represents and warrants to Developer that, to its knowledge, the City owns and/or controls, directly or indirectly, the City Property. The Developer shall, on behalf of the TDD, construct, or cause the construction of, the portion of the Transportation Project on such City Property.

Section 4.3. Vacation. The parties acknowledge that the Commission intends to vacate all right, title and interest, except utility easements in and to that portion of Old Highway N depicted in **Exhibit F** (the "***Vacation Parcel***"). In the event the Vacation Parcel is vacated by the Commission, the City and Developer agree to cooperate in good faith with one another in order to cause all right, title and interest, except utility easements in and to the Vacation Parcel to vest with the adjacent owner, currently the Developer. The Developer shall not be required to pay any additional consideration to the City for the Vacation Parcel.

ARTICLE V CONSTRUCTION OF THE TRANSPORTATION PROJECT

Section 5.1. Construction of the Transportation Project. The Developer shall, on behalf of the TDD, construct, or cause the construction of, the Transportation Project in a good and workmanlike manner, in accordance with the Construction Plans, the Commission Cooperative Agreement (only with respect to the State Transportation Project) this Agreement, Applicable Laws, and the schedule set forth in this Agreement. The Developer may enter into one or more construction contracts to complete the Transportation Project; however, neither the City nor the TDD shall have any liability with respect to any construction contract executed by the Developer related to the Transportation Project. In the event that the City Code requires the Transportation Project to be constructed to a higher standard or quality than County codes or state law, then the Transportation Project shall be constructed to meet the City Code.

Section 5.2. Transportation Project Construction Schedule. The Developer shall use commercially reasonable efforts to commence and complete construction of the Transportation Project

in accordance with the following schedule set forth herein, subject to delays caused by Force Majeure. If the Developer shall fail to perform in accordance with the schedule set forth in this Section, the City shall notify the Developer in writing at the address provided in this Agreement. The Developer shall have 60 days from the date of such notice to cure such failure to perform. In the event that the Developer fails to cure such failure to perform within 60 days, the City may immediately terminate this Agreement without further notice; provided, however, that if the breach is of a nature that it cannot be remedied within said 60 day period, then the period of cure shall be reasonably extended if the Developer within said 60 days commences to cure such breach and is diligently pursuing the same to completion. Notwithstanding anything herein to the contrary, including an event of Force Majeure, the Transportation Project shall be substantially complete within 3 years of the Effective Date.

STATE TRANSPORTATION PROJECT SCHEDULE

Activity	Deadline for Performance (Absent an Event of Force Majeure)
Obtain right of way plan approval for State Transportation Project	Completed as of the Effective Date.
Obtain approval of the Construction Plans for State Transportation Project	Completed as of the Effective Date.
Commence Construction of the State Transportation Project	Completed as of the Effective Date.
Submit Certificate of Substantial Completion for State Transportation Project	Completed as of the Effective Date.

TRANSPORTATION PROJECT SCHEDULE (EXCLUDING THE STATE TRANSPORTATION PROJECT)

Activity	Deadline for Performance (Absent an Event of Force Majeure)	Deadline for Performance (Upon Occurrence of Event of Force Majeure)
Obtain right of way plan approval for City/County Contribution Portion of Transportation Project and the Second Contribution	Completed as of the Effective Date.	

Portion of Transportation Project		
Obtain approval of the Construction Plans for City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project	Completed as of the Effective Date.	
Commence Construction of the City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project	6 months from the Effective Date	18 months from the Effective Date
Submit Certificate of Substantial Completion for City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project	18 months from the Effective Date	30 months from the Effective Date

Section 5.3. Construction Plans for the Transportation Project. The Construction Plans for the Transportation Project shall be prepared and sealed by the Consulting Engineer and shall be in conformity with all Applicable Laws. Prior to commencing construction of the Transportation Project, Developer shall obtain final approval of the Construction Plans by the City, the County, the Commission, and any other reviewing agency, as applicable.

Section 5.4. Construction Contracts. The Developer may enter into or cause to be entered into one or more construction contracts to complete the Transportation Project. Subject to Applicable Laws, Developer shall have the right to select the general contractor to construct the Transportation Project.

Section 5.5. Inspection.

(a) The City may conduct such periodic inspections of the Transportation Project as the City deems reasonably necessary or to comply with the City Code. The Developer shall also allow the City and its officials, officers, employees, agents and representatives to inspect, upon request, all contracts and documents pertaining to the construction of the Transportation Project as the City determines is reasonable and necessary to verify the Developer’s compliance with the terms of this Agreement.

(b) The parties to this Agreement acknowledge and understand that in exchange for the County's contribution of its portion of the City/County Contribution the County requires that the City contribute funds in an amount equal to 3.7% of the Transportation Project Costs relating to the City/County Contribution Portion of Transportation Project.

In connection with the preceding sentence and to the extent the Developer receives payment of the City/County Contribution, the Developer agrees to pay the City a local inspection fee in an amount equal to 3.7% of the Transportation Project Costs relating to the City/County Contribution Portion of Transportation Project (the "**Local Inspection Fees**"); provided that in no event shall the aggregate Local Inspection Fees exceed \$42,788.80. Developer may submit Local Inspection Fees as Reimbursable Transportation Project Costs reimbursable by the TDD pursuant to this Agreement and the TDD Act. Except as set forth in this Section, the City will not charge the Developer inspection fees on the Transportation Project.

Section 5.6. Certificate of Substantial Completion of Transportation Project. Promptly after completion of the City/County Contribution Portion of Transportation Project, the Second Contribution Portion of Transportation Project and/or the State Transportation Project, the Developer shall furnish to the TDD and the City a Certificate of Substantial Completion with respect to such portion, approved by the Consulting Engineer, certifying that the such portion of the Transportation Project has been completed in accordance with the terms of this Agreement, and, with respect to the State Transportation Project, also the Commission Cooperative Agreement. The TDD and the City shall, within 30 days following delivery of a Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to their reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the TDD unless, prior to the end of such 30-day period the City or the TDD furnishes the Developer with specific written objections to the status of the application portion of the Transportation Project, describing such objections and the measures required to correct such objections in reasonable detail. Developer shall promptly respond to such objections, including, if necessary, correcting or replacing any defective work identified by the TDD or City, and re-submit a Certificate of Substantial Completion to the City and TDD in the same form as required in this paragraph. The TDD and City shall then have an additional 30 days to review the re-submitted Certificate of Substantial Completion and approve the same or provide additional objections to Developer. The Certificate of Substantial Completion shall be in substantially the form attached as **EXHIBIT C**, attached hereto and incorporated by referenced herein. If the TDD and City fail to approve or provide written objections to any Certificate of Substantial Completion within 30 days of receiving it, the TDD and City shall be deemed to have approved the same. The City's acceptance or deemed acceptance of a Certificate of Substantial Completion shall not require the City to issue any temporary or final occupancy permits (which shall only be issued in accordance with the applicable provisions of the City Code). Likewise, any issuance of a temporary or final occupancy permit by the City shall not require the City to accept any Certificate of Substantial Completion (which shall only be accepted by the City in accordance with the provisions of this Agreement). Notwithstanding the foregoing, nothing contained herein shall prohibit the City from enforcing any ordinances, rules or regulations of the City with relation to the Transportation Project following the acceptance or deemed acceptance of the Certificate of Substantial Completion. Notwithstanding the foregoing, the TDD's acceptance of a Certificate of Substantial Completion shall not be condition precedent to the payment of any City/County Contribution or the Second Contribution.

Section 5.7. Dedication of City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project and Maintenance Agreement for portion of the Second Contribution Portion of Transportation Project.

(a) Upon acceptance of a Certificate of Substantial Completion by the City for those portions of the City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project located in the City, Developer will promptly dedicate to the City by deed, easement, grant, or other conveyance satisfactory to the City in its sole discretion those portions of the City/County Contribution Portion of Transportation Project and the Second Contribution Portion of Transportation Project located in the City (the "**City Dedication**"). The City Dedication shall be made free and clear of all liens and other monetary encumbrances (including, without limitation, any deeds of trust, mortgages, mechanic's liens, materialman's liens, or any other monetary lien or encumbrance of any kind). At the time of the City Dedication, the Developer shall provide the City with satisfactory evidence in the form of a title commitment showing that Developer has good and marketable title to the property to be dedicated to the City where such portion of the City/County Contribution Portion of Transportation Project and/or the Second Contribution Portion of Transportation Project is located (except for any portion already owned by the City). Those portions of the Second Contribution Portion of Transportation Project located in O'Fallon shall be dedicated to O'Fallon in accordance with the O'Fallon Agreement.

(b) On or about March 9, 2020, Developer executed and recorded a Maintenance Agreement in substantially the form set forth on **Exhibit E**, attached hereto and incorporated herein by reference (the "**Maintenance Agreement**") in Book DE7245, Page 387 of the St. Charles County Records.

Section 5.8. Dedication of State Transportation Project. Upon acceptance of the Certificate of Substantial Completion with respect to the State Transportation Project, the TDD shall dedicate or cause the Developer to dedicate the State Transportation Project to the Commission in accordance with the Commission Cooperative Agreement.

Section 5.9. Application of Prevailing Wage, Public Bidding and Federal Work Authorization. To the extent that prevailing wage, public bidding or other requirements of State of Missouri and local laws, codes and regulations apply to any portion of the Transportation Project, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements, and the TDD shall cooperate with the Developer to the extent required to comply with the foregoing requirements. The Developer shall indemnify and hold harmless the TDD and the City from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of State of Missouri and local laws, codes and regulations that apply to any portion of the Transportation Project. The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri, as amended, regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Transportation Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

Section 5.10. Developer's Obligations to the City Under Bond or Surety. The parties to this Agreement agree that if the City constructs or causes to be constructed any portion of the Transportation Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or ordinance, then the City shall be entitled to reimbursement from the TDD for such Reimbursable Transportation Project Costs that are not paid or reimbursed to the City under such bond or surety. The City shall complete a Certificate of Reimbursable Transportation Project Costs in substantial compliance with Exhibit B, attached hereto and incorporated herein by reference, to receive such reimbursement, which shall be approved by the TDD in accordance with this Agreement.

Section 5.11. Insurance.

(a) Construction. Prior to the commencement of construction of the Transportation Project, the Developer shall obtain or shall require that any contractor selected by the Developer obtain workers' compensation, automobile liability, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The liability policies required by this subsection shall be "occurrence based" and the builder's risk policy required by this section shall provide "all-risks" coverage for all aspects of the Transportation Project under construction. The Developer shall deliver to the TDD and the City evidence of such insurance prior to commencement of such construction. In the event of any material casualty affecting the improvements, any insurance proceeds shall be applied, to the extent necessary, to rebuild or restore the damaged improvements to at least equal value and substantially the same character as prior to the damage or destruction; subject, however, to rights and prior claims of (and subject to other application of such proceeds pursuant to the directions of) any holder of a deed of trust, mortgage, or similar encumbrance on the real property in the TDD securing loans, advances or extensions of credit to finance or from time to time refinance all or any part of the costs of the Transportation Project.

(b) Liability Insurance. Not less than ten (10) days prior to commencement of construction of the Transportation Project, the Developer shall obtain or shall require that any contractor selected by the Developer obtain commercial general liability insurance together with an owner's contractor's policy with limits against bodily injury and property damage of not less than the current absolute statutory waivers of sovereign immunity as set forth in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended. Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended. The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least 30 days prior written notice to the City and the TDD. The City and the TDD shall be listed as an additional insured on such certificate. Such policy may be part of a blanket policy, shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the City or the TDD. Notwithstanding anything to the contrary contained herein, the requirements of this subsection shall terminate upon acceptance or deemed acceptance of the last Certificate of Substantial Completion relating to the entire Transportation Project.

(c) Contractual Liability Insurance. The Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City) covering the Developer's obligations under this Agreement by an insurance company with a rating by a

reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City. Notwithstanding anything to the contrary contained herein, the requirements of this subsection shall terminate upon acceptance or deemed acceptance of the last Certificate of Substantial Completion relating to the entire Transportation Project.

ARTICLE VI **FUNDING OF TRANSPORTATION PROJECT**

Section 6.1. Developer to Advance Costs of Transportation Project. Subject to the advance of funds by the City in connection with Section 5.5 of this Agreement, the Developer has advanced and shall advance all Transportation Project Costs (including the value of that portion of the Property described in Section 4.1 hereof) as necessary to enable construction and dedication of the Transportation Project. In addition, the Developer has advanced and shall advance all TDD Administrative Costs until the issuance of the TDD Obligations, including without limitation, Issuance Costs related to the TDD Obligations. Any amounts advanced by the Developer pursuant to this Section shall represent Reimbursable Transportation Project Costs, subject to Section 6.2.

Section 6.2. Certificate of Reimbursable Transportation Project Costs; Developer's Right to Substitute. The Developer may provide to the TDD and City a Certificate of Reimbursable Transportation Project Costs in substantially the form of **EXHIBIT B**, attached hereto and incorporated herein by reference. The Certificate of Reimbursable Transportation Project Costs shall be accompanied by itemized invoices, receipts or other information ("**Supporting Information**") to allow the TDD and City to confirm that the TDD Administrative Costs and/or Transportation Project Costs advanced by the Developer constitute Reimbursable Transportation Project Costs. In addition, the Certificate or Transportation Project Costs shall indicate which Transportation Projects Costs are related to the City/County Contribution Portion of Transportation Project, the Second Contribution Portion of Transportation Project and/or State Transportation Project. If the TDD or City determines that any cost identified on a Certificate of Reimbursable Transportation Project Costs does not constitute a TDD Administrative Cost or Transportation Project Cost eligible for payment under the TDD Act or this Agreement, the TDD or City shall so notify the Developer in writing within 30 days of receipt of the Certificate of Reimbursable Transportation Project Costs and all Supporting Information, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other eligible TDD Administrative Costs or Transportation Project Costs with a supplemental Certificate of Reimbursable Transportation Project Costs. The TDD and City shall have an additional 45 days to review the supplemental Certificate of Reimbursable Transportation Project Costs and approve the same or provide notification of any deficiencies or ineligible costs included therein. If the TDD and City fails to approve or provide written objections to any Certificate of Reimbursable Transportation Project Costs within 30 days of receiving it, the TDD and City shall be deemed to have approved the same. In no event shall the TDD reimburse the Developer for any costs of the (i) City/County Contribution Portion of Transportation Project covered by the City/County Contribution (to the extent the Developer receives payment via the City/County Contribution), or (ii) Second Contribution Portion of Transportation Project covered by the Second Contribution (to the extent the Developer receives payment via the Second Contribution). Notwithstanding anything in this Agreement to the contrary, the maximum amount of reimbursement, under this Agreement, by the TDD to the Developer for Reimbursable Transportation Project Costs is \$1,964,602.58 plus TDD Administrative Costs, Issuance Costs *and* the amount of the Additional Transportation Project Contribution.

Section 6.3. Developer TDD Notes. Within 90 days after submission by the Developer and approval by the TDD and City of the first Certificate of Reimbursable Transportation Project Costs evidencing that the Developer has incurred at least \$250,000 of Reimbursable Transportation Project Costs, the TDD shall issue TDD Notes to the Developer or such other accredited investor designated by the Developer. Within 30 days after approval by the TDD of each subsequent Certificate of Reimbursable Transportation Project Costs, the TDD shall issue further endorsements to the TDD Notes evidencing additional amounts advanced by the Developer. The TDD Notes shall bear interest at a fixed rate per annum equal to one and one-half percent (1.5%) over the 30-year treasury rate (as published on the day of issuance in The Wall Street Journal) but not to exceed ten percent (10%), compounded semiannually, which interest rate shall be determined as of the date of issuance of the TDD Notes. All TDD Notes shall have a stated maturity that is not later than 30 years from the date of adoption of the Financing Resolution related to the TDD Notes. The TDD Notes shall be subject to such redemption provisions, payment terms, and other details as provided in the Financing Resolution related to the TDD Notes.

Section 6.4. TDD Bonds. The TDD may, in its sole and absolute discretion, issue TDD Bonds in an amount sufficient to refund all or a portion of the outstanding TDD Notes, provided that no TDD Bonds shall be issued until such time as a (i) Certificate of Substantial Completion for the Transportation Project has been accepted by the TDD and City, (ii) the City has accepted the City Dedication, (iii) the Maintenance Agreement has been duly recorded, and (iii) the State Transportation Project has been dedicated in accordance with the Commission Cooperative Agreement. The TDD Bonds shall be subject to such redemption provisions, payment terms, and other details as provided in the Financing Resolution related to the TDD Bonds.

Section 6.5. Cooperation in the Issuance of TDD Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the TDD, its counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell the TDD Obligations, including disclosure of tenants or other owners of property within the TDD and the non-financial terms of the leases between the Developer and such tenants. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, but upon execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the TDD's financial advisors, underwriters and counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

Section 6.6. Pledge of TDD Revenues. The parties agree that the TDD shall, subject to annual appropriation, pledge all TDD Revenues to repayment of the TDD Obligations in accordance with this Agreement and the applicable Financing Resolution. The TDD Obligations shall be the exclusive responsibility of the TDD payable solely out of TDD funds and property as provided by the TDD Act and shall not constitute a debt or liability or general obligation of the TDD, City, the County, the State of Missouri or any agency or political subdivision thereof.

Section 6.7. Annual Appropriation. The TDD intends, on or before the last day of each fiscal year of the TDD that TDD Obligations are outstanding, to budget and appropriate moneys constituting TDD Revenues to the repayment of the TDD Obligations, in accordance with this Agreement and the applicable Financing Resolutions, for the next succeeding fiscal year. If the TDD fails to adopt a budget,

the parties agree that the TDD shall be deemed to have adopted a budget that provides for application of the TDD Revenues attributable to such fiscal year in accordance with the budget for the prior fiscal year..

Section 6.8. Repeal of TDD Funding Mechanisms. As long as the TDD Obligations are outstanding, the TDD shall not repeal or amend the TDD Sales Tax (or other funding mechanisms adopted by the TDD) unless such repeal or amendment will not impair the TDD's ability to repay the TDD Obligations. Upon satisfaction in full of the TDD Obligations, the TDD shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax (and any other funding mechanisms adopted by the TDD) and abolishment of the TDD, provided, however, the TDD shall not implement the procedures for repeal of the TDD Sales Tax and abolishment of the TDD if the TDD has approved another project pursuant to the TDD Act with the prior written consent of the City and, if the Developer or a related entity of the Developer is then an owner of record of real property located within the TDD, the Developer.

Section 6.9. Abolishment of the TDD. Upon the expiration or notice of repeal of the TDD Sales Tax (or other funding mechanisms adopted by the TDD), TDD Revenues remaining after the final payment of TDD Administrative Costs shall be retained in a segregated account until such time as the TDD is abolished and the TDD's Board of Directors has provided for the transfer of any remaining TDD Revenues in a manner consistent with the TDD Act.

ARTICLE VII

REIMBURSEMENT OF A PORTION OF COSTS CONCERNING THE CITY/COUNTY CONTRIBUTION PORTION OF TRANSPORTATION PROJECT AND THE SECOND CONTRIBUTION PORTION OF TRANSPORTATION PROJECT

Section 7.1. Anticipated County Funding the City/County Contribution Portion of Transportation Project. Pursuant to the County Financing Agreement, the County and City will reimburse to Developer 33.33% of the Transportation Project Costs of the City/County Contribution Portion of Transportation Project, not to exceed, however, \$385,487.00 (the "**City/County Contribution**"). Solely for purposes of calculating the City/County Contribution, the Transportation Project Costs related to the City/County Contribution Portion of Transportation Project shall not include any development fees paid to the Developer. At the request of the City, Developer agrees to abide by the terms of the County Financing Agreement applicable to the City as if the Developer were a party to such agreement; however, Developer's obligation in this regard shall be limited to the terms relating specifically to the construction of the City/County Contribution Portion of Transportation Project and shall be subject to the terms, conditions and limitations set forth in this Agreement.

Section 7.2. Payment of the City/County Contribution. Upon approval by the City of a Certificate of Reimbursable Transportation Project Costs with respect to the City/County Contribution Portion of Transportation Project, the City will request that the County advance the County's share of the City/County Contribution pertaining to such certificate. Developer shall cooperate with the City in providing any information or documents requested by the County in connection with the same, including any affidavits, statements, copies of contracts, invoices, lien waivers, etc. City will reimburse the City/County Contribution to the Developer within 30 days of the date of the City's receipt of the County's share of the City/County Contribution. Developer and City acknowledge and agree that the City intends to make the City/County Contribution solely using funds supplied by the County and the City pursuant to the County Financing Agreement. The obligation to pay the City/County Contribution is not a general obligation of the City or the County, the State of Missouri, or any other political subdivision. Subject to the terms of this Agreement, City agrees to use its reasonable efforts to cause the City/County

Contribution to be paid to Developer as set forth herein. In the event the City/County Contribution is not paid to the Developer, the Developer shall submit a Certificate of Reimbursable Transportation Project Costs and all Supporting Information in accordance with Section 6.2, and upon acceptance or deemed acceptance of such Certificate of Reimbursable Transportation Project Costs, such amounts shall be Reimbursable Transportation Project Costs reimbursable by the TDD in accordance with this Agreement and the TDD Act.

Section 7.3. Anticipated Funding for the Second Contribution Portion of Transportation Project. Pursuant to the Cooperation Agreement, the County and City will reimburse to Developer 69.5% of the Transportation Project Costs of the Second Contribution Portion of Transportation Project, not to exceed, however, \$1,619,350.00 (the "**Second Contribution**"). At the request of the City, Developer agrees to abide by the terms of the Cooperative Agreement applicable to the City as if the Developer were a party to such agreement; however, Developer's obligation in this regard shall be limited to the terms relating specifically to the construction of the Second Contribution Portion of Transportation Project and shall be subject to the terms, conditions and limitations set forth in this Agreement.

Section 7.4. Payment of the Second Contribution. Upon approval by the City of a Certificate of Reimbursable Transportation Project Costs with respect to the Second Contribution Portion of Transportation Project, the City will pay any funds held for such purpose under the Cooperation Agreement to the Developer. To the extent such funds are held (or otherwise payable) by the County (or any other party, including, without limitation, O'Fallon)) under the Cooperation Agreement, the City shall request that the County (or such other party) advance such party's share of the Second Contribution pertaining to such certificate. Developer shall cooperate with the City in providing any information or documents requested by the County (or such other party) in connection with the same, including any affidavits, statements, copies of contracts, invoices, lien waivers, etc. City will reimburse the Second Contribution to the Developer within 30 days of the date of the City's receipt of such other party's share of the Second Contribution. Developer and City acknowledge and agree that the City intends to make the Second Contribution solely using funds supplied by those parties set forth in the Cooperation Agreement. The obligation to pay the Second Contribution is not a general obligation of the City or the County, the State of Missouri, or any other political subdivision. Subject to the terms of this Agreement, City agrees to use its reasonable efforts to cause the Second Contribution to be paid to Developer as set forth herein. In the event the Second Contribution is not paid to the Developer, the Developer shall submit a Certificate of Reimbursable Transportation Project Costs and all Supporting Information in accordance with Section 6.2, and upon acceptance or deemed acceptance of such Certificate of Reimbursable Transportation Project Costs, such amounts shall be Reimbursable Transportation Project Costs reimbursable by the TDD in accordance with this Agreement and the TDD Act. Notwithstanding any provision hereof to the contrary, the parties hereto agree that any portion of the Second Contribution paid or reimbursable by the South Ridge Community Improvement District shall be used solely for that portion of the Second Contribution Portion of Transportation Project located within the boundaries of the South Ridge Community Improvement District.

ARTICLE VIII **GENERAL PROVISIONS**

Section 8.1. Notices. All notices, certificates, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other

delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

Developer:

SR Development, LLC
16761 Concord Hill Road
Marthasville, MO 63357
Attention: Neil Kersten

City:

City of Lake Saint Louis, Missouri
Lake Saint Louis City Hall
200 Civic Center Drive
Lake Saint Louis, Missouri 63367
Attention: City Administrator

With a copy to:

Spencer Fane LLP
1 N. Brentwood Blvd., Suite 1000
St. Louis, Missouri 63105
Attention: Bradford J. Cytron

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr

TDD:

c/o Neil Kersten, Chair
16761 Concord Hill Road
Marthasville, MO 63357

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr

Development Dynamics, LLC
1001 Boardwalk Springs Place, Suite 50
O'Fallon, Missouri 63368
Attention: Laura Lashley

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other. All such notices, certificates, demands or other communications shall be deemed given three business days following deposit in the United States mail with respect to registered or certified letters or earlier upon receipt, and one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if hand delivered to the party and acknowledged thereby. Attorneys for each party shall be authorized to give and receive notices for each such party.

Section 8.2. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents. Any action arising out of, or concerning this Agreement shall be brought only in the Circuit Court of St. Charles County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of the Circuit Court of St. Charles County, Missouri.

Section 8.3. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 8.4. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 8.5. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 8.6. Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and the TDD and their governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise if all or any part of the TDD Act or any resolution or ordinance adopted in connection, the creation of the TDD, the TDD Sales Tax, the Transportation Project or this Agreement, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City or the TDD is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer hereby releases from and covenants and agrees that the City, the TDD, and their governing body members, officials, officers, employees, agents and independent contractors shall not be liable for any suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the TDD, (2) the imposition the TDD Sales Tax, (3) the construction of the Transportation Project, (4) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Transportation Project, and (5) the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the TDD; except that the foregoing release shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or the TDD or their respective authorized governing body members, officials, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City or the TDD following termination of this Agreement as to the Transportation Project or any portion thereof.

(c) All covenants, stipulations, promises, agreements and obligations of the City or the TDD contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the TDD and not of any of their respective governing body members, officials, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City or the TDD shall be personally liable to the Developer (1) in the Event of Default or breach by any party under this Agreement, or (2) for any amount or any TDD Obligations which may become due to any party under the terms of this Agreement.

(e) No officer, director, shareholder or employee of the Developer shall be personally liable to the City in the Event of Default or breach by any party under this Agreement, or for any

amount or any TDD Obligations which may become due to any party under the terms of this Agreement.

(f) Notwithstanding the foregoing, the parties hereby agree that neither the City nor the TDD is obligated to defend any action, suit or claim resulting from, arising out of, or in any way connected with: (1) the creation of the TDD, (2) the imposition of the TDD Sales Tax, (3) the construction of the Transportation Project, (4) the conduct of the Developer, its respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Transportation Project, (5) the issuance of the TDD Obligations, (6) the Developer's failure to comply with any applicable State of Missouri, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the TDD; provided, however, that the Developer may defend such actions, suits or claims on behalf of the City or the TDD to the extent necessary to preserve the rights and obligations contemplated by this Agreement; provided further that, if the Developer chooses to defend such actions, suits or claims on behalf of the City or the TDD and ethical rules of conduct prohibit such dual representation, the City or the TDD will be entitled to select a separate attorney for such action and the Developer agrees to pay all the costs and expenses including court costs and attorneys' fees and expenses of the City or the TDD, as applicable.

Section 8.7. Interpretation.

(a) The recitals of this Agreement are incorporated herein and made a part of this Agreement.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

(e) Except as expressly provided in this Agreement, (i) whenever the consent or approval of a party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (ii) where an act is to be performed to the satisfaction of a party, it shall be performed to such party's reasonable satisfaction, and (iii) where a party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

Section 8.8. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the TDD, or

of any successor thereto, as such, either directly or through the City or the TDD, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The Developer is responsible for compliance with all applicable State of Missouri laws and agrees to hold harmless and indemnify the City, the TDD and their respective governing body members, officials, officers, employees, agents and independent contractors from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the Developer's failure to comply with any applicable State of Missouri law.

Section 8.9. Representation of TDD and City. The TDD and the City agree that the engagement of common special legal counsel among such parties does not materially limit the representation of those parties and will not adversely affect the relationship among such parties. To the extent that such common legal representation presents a conflict of interest, the TDD and the City hereby consent to common representation.

Section 8.10. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

ARTICLE IX **ADDITIONAL TRANSPORTATION PROJECT OBLIGATIONS**

Section 9.1. Additional Transportation Project. The City, the TDD and Developer agree to cooperate in good faith with one another and the Commission, the County, the City of O'Fallon, Missouri and other affected property owners in connection with the financing and development of the Additional Transportation Project relating to certain improvements to that portion of Old Highway N from Hawk Ridge Trail to Sommers Road.

Section 9.2. TDD Contribution. Within thirty (30) days of the Contribution Date (as defined herein), the TDD shall pay to the party responsible for constructing the Additional Transportation Project (the "**Contribution Payee**") an amount requested by the Contribution Payee in an amount not to exceed \$255,000 (the "**Additional Transportation Project Contribution**"). To the extent the TDD does not have adequate funds available on the Contribution Date, the Developer shall, within thirty (30) days of the Contribution Date, advance the Additional Transportation Project Contribution to the Contribution Payee on behalf of the TDD and any funds so advanced shall be deemed Reimbursable Transportation Project Costs hereunder; provided that any TDD Obligations issued in connection with the Additional Transportation Project Contribution may be subordinate to any TDD Obligations issued in connection with Reimbursable Transportation Project Costs. In no event will the City require the Developer (or any affiliate of Developer) to pay or contribute any additional money in excess of the amount of the Additional Transportation Project Contribution in relation to any real property now or hereafter owned by the Developer (or any affiliate of Developer), in connection with the development and financing of the Additional Transportation Project. Notwithstanding anything in the preceding sentence to the contrary, the City may require the Developer (or any affiliate of Developer) to pay or contribute additional money in excess of the amount of the Additional Transportation Project Contribution in connection with the development and financing of the Additional Transportation Project, in relation to any portion of the

Additional Property now or hereafter owned by the Developer (or any affiliate of Developer) and now or hereafter located within the boundaries of the TDD.

Section 9.3. Contribution Date. Notwithstanding any provision hereof to the contrary, neither the TDD nor the Developer shall be obligated to pay the Additional Transportation Project Contribution unless and until each of the following have been satisfied (such date, the “**Contribution Date**”): (i) the Contribution Payee is prepared to commence construction of any phase of the Additional Transportation Project, as evidenced by the issuance of any applicable bonds required by Section 107.170, of the Revised Statutes of Missouri, as amended; and (ii) the TDD’s board of directors has adopted a resolution approving the Additional Transportation Project and the qualified voters of the TDD have approved the development and/or funding of the Additional Transportation Project in accordance with Section 238.257 of the TDD Act. Promptly after the adoption of a resolution of the TDD approving the Additional Transportation Project, the Developer, as the owner of record of all real property in the TDD, shall obtain the approval for the development and/or funding of the Additional Transportation Project, including the Additional Transportation Project Contribution, at an election held in accordance with Section 238.216 of the TDD Act.

ARTICLE X DEFAULTS AND REMEDIES

Section 10.1. Events of Default. If any party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days after a non-defaulting Party has given written notice to the defaulting Party specifying such default, such event shall constitute an “**Event of Default**” under this Agreement.

Section 10.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, officials, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 10.3. Rights and Remedies Cumulative. The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything herein to the contrary, Developer’s sole and exclusive remedy for breach of this Agreement by the City is equitable relief for specific performance; in no event shall the City ever be liable for money damages of any kind (including punitive, exemplary, or consequential damages). In no event shall the Developer be liable for punitive, exemplary, or consequential damages.

Section 10.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party’s right to exercise any of its rights and

remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 10.5. Force Majeure. No party shall be deemed to be in default of this Agreement because of Force Majeure, provided that Force Majeure shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the party claiming the Force Majeure, and (c) unless the party claiming Force Majeure provides written notice to the other parties within 30 days after such party has actual notice of the claimed event.

ARTICLE XI REPRESENTATIONS OF THE PARTIES

Section 11.1. Representations of the City. As of the effective date of this Agreement, the City represents that:

(a) The City is a fourth-class city duly organized and existing under the Constitution and laws of the State of Missouri.

(b) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions.

(c) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(d) To the City's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the City is a party.

(e) To the City's knowledge, there are no actions or proceedings or litigation by or before any court, governmental commission, board, bureau or any other administrative agency pending and served, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 11.2. Representations of the TDD. As of the effective date of this Agreement, the TDD represents that:

(a) The TDD is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

(b) By proper action of the TDD's board of directors, the TDD has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the TDD will not conflict with or result in a breach of

any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the TDD or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreements to which the TDD is a party.

(d) There is no litigation or proceeding pending or, to the TDD's knowledge, threatened against the TDD affecting the right of the TDD to execute or deliver this Agreement or the ability of the TDD to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 11.3. Representations of the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri.

(b) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms, except to the extent that such enforceability is limited.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof by the Developer do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member or owners of the Developer which would have a material adverse effect on the Transportation Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(e) To its knowledge, the Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized officer or elected official, and has caused its seal to be affixed hereto, as of the date first above written

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____
Kathy Schweikert, Mayor

[SEAL]

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____ in the year 2018 before me, _____, a Notary Public in and for said state, personally appeared Kathy Schweikert, the Mayor of the City of Lake Saint Louis, Missouri, known to me to be the person who executed the within Agreement in behalf of said political subdivision and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public
Printed Name: _____

(SEAL)

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PARCEL

Parcel 1:

Beginning at the Northeast corner of the Frances Rhodes tract as described in deed dated February 28, 1919 and recorded in Book 132 page 373 of the St. Charles County Recorder's Office (said tract being in Fractional Section 10, Township 46 North, Range 2 East); thence Southwestwardly along the Northernmost right-of-way of Boonslick Road 300 feet, more or less, to the place of beginning (an iron stake); thence West approximately 405 feet, more or less, to an iron stake; thence South approximately 150 feet, more or less, to an iron stake in the Northern right-of-way line of Boonslick Road; thence Northwardly along the Northern right-of-way line of Boonslick Road to an iron stake, the place of beginning.

Parcel 2:

A tract of land being part of Section 10, Township 46 North, Range 2 East, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Section 10; thence South 89 degrees 23' 34" East, along the North line of said Section, 2521.0 feet to a point in the centerline of a County Road, said point being the beginning point of the tract of land herein described; thence from said beginning point, continuing along the North line of said Section 10, South 89 degrees 23' 34" East a distance of 130.0 feet to a point; thence continuing along the North line of said Section 10, South 89 degrees 23' 34" East a distance of 2137.31 feet to a point; thence leaving said North line, South 00 degrees 59' 47" West 31.97 feet to an iron rod on the Northern line of State Highway "N"; thence along the Northern line of State Highway "N" the following courses and distances: Westwardly, along a curve to the left, a distance of 250.0 feet to a point, and South 40 degrees 47' West 152.74 feet to an iron rod at the most Eastern corner of a 1.40 acre tract of land now owned by Ralph Rhodes and wife; thence North 87 degrees 28' West, along the North line of said 1.40 acre tract, 452.35 feet to an iron rod at its Northwest corner; thence

South 04 degrees 59' East, along the West line of said 1.40 acre tract, 228.35 feet to an iron rod on the North line of State Highway "N"; thence along said North line, the following courses and distances: South 68 degrees 47' West 690.52 feet to a point, South 63 degrees 04' 22" West 50.25 feet to a point, South 68 degrees 47' West 550.0 feet to a point, South 71 degrees 38' 44" West 100.12 feet to a point and South 68 degrees 47' West 115.71 feet to an iron rod; thence North 06 degrees 55' 45" West 1116.07 feet to the point of beginning, according to the plat of a survey thereof by Gene C. Ditch, Land Surveyor, dated April, 1983.

Excepting therefrom: 1) tracts conveyed to Leroy J. Rhodes by Warranty Deeds recorded in Book 954 page 204 and Book 1015 page 293, 2) tract conveyed to Nancy J. Michelswirth by Warranty Deed recorded in Book 1015 page 294, 3) tracts conveyed to Wentzville Fire Protection District No. 13 by Warranty Deeds recorded in Book 1519 page 1453 and Book 2107 page 1823, 4) tract conveyed to Tracy and Ron Maietta by Warranty Deed recorded in Book 1519 page 1453, 5) tract conveyed to Jeff and Mary Bollman by Warranty Deed recorded in Book 2110 page 1026, and 6) tract conveyed to Missouri Highways and Transportation Commission by Report of Commissioners in Book 3173 page 442.

Parcel 3:

A tract of land being part of the Northeast Fractional 1/4 of Section 10, Township 46 North, Range 2 East, more particularly described as follows, to-wit: Beginning at a point in the centerline of State Highway "N" marking the Northeast corner of said Section 10; thence along said centerline the following courses and distances: North 89 degrees 55' West 540.60 feet to a point of tangent of a 10 degree curve to the left; thence along said curve 497.70 feet to a point of curvature of a curve; thence South 40 degrees 19' West 153.44 feet to a point of tangent of a curve; thence North 49 degrees 41' West 40.0 feet to the Western right-of-way line of State Highway "N"; said point being the beginning point of the tract of land herein described; thence from said beginning point, South 87 degrees 56' West 452.35 feet to an iron pipe; thence South 05 degrees 27' East 228.35 feet to a point on the Northwestern right-of-way line of State Highway "N"; thence North 68 degrees 19' East 239.48 feet to a point of curvature of a curve; thence along said curve, 65.58 feet; thence continuing along said right-of-way line, along a curve, 195.61 feet to the point of beginning, according to the plat of a survey thereof by Gene C. Ditch, Land Surveyor, dated November, 1982.

Parcel 4

The above described Parcels 1, 2 and 3 are also known as: A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a found iron rod on the north right-of-way line of Old Missouri State Highway N (variable width), which marks the southeastern most corner of a tract of land conveyed to Wentzville Fire Protection District 13, as recorded in St. Charles County Deed Book 1127, Page 1625; thence along said north right-of-way line along a curve deflecting to the right having a radius of 533.69 feet, an arc length of 167.45 feet, and a chord course of S49°44'47"W 166.77 feet to a set iron rod; thence S60°40'26"W 93.47 feet to a set iron rod; thence S68°43'19"W 930.00 feet to a set iron rod; thence S63°00'41"W 50.25 feet to a set iron rod; thence S68°43'19"W 426.32 feet to a found iron pipe with a right-of-way marker; thence leaving said north right-of-way line N35°20'59"W 82.05 feet to a found iron pipe with a right-of-way marker on the east right-of-way line of Relocated Missouri State Highway N (variable width); thence along said east right-of-way line N39°28'35"E 393.29 feet to a found iron pipe with a right-of-way marker; thence N25°17'54"E 657.90 feet to the intersection of said east right-of-way with the south right-of-way of Orf Road (30 feet wide) from which a found right-of-way marker bears N25°17'54"E 0.77 feet; thence leaving said east right-of-way line along said south right-of-way line S89°27'09"E 383.39 feet to the northwestern corner of a tract of land conveyed to Loyd in St. Charles County Deed Book 2110, Page 1028, from which bears a found iron rod S04°53'16"W 10.00 feet; thence leaving said south right-of-way line along the west line of said Loyd tract S04°53'16"W 390.52 feet to a found iron rod; thence

N75°18'16"E 241.09 feet to a set iron rod; thence N05°01'57"W 21.75 feet to a set iron rod; thence N88°22'15"E 168.05 feet to a found iron rod; thence N88°18'21"E 284.45 feet to the point of beginning..

Parcel 5

A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri, and being described as follows: Commencing at an old iron rod on the North right-of-way of Missouri State Highway "N", which marks the most Southwestern corner of a tract conveyed to Wentzville Fire Protection District 13, recorded in St. Charles County Deed Book 1127 page 1625, being also the most Eastern corner of a 1.4, more or less, acre tract shown on a survey by Gene Ditch dated April, 1983; thence along the North line of said 1.4, more or less, acre tract, South 88 degrees 25' 46" West 284.53 feet to an iron rod marking the point of beginning; thence South 88 degrees 25' 46" West 167.89 feet to the Northwest corner of said 1.4, more or less, acre tract; thence South 04 degrees 56' 20" East 21.75 feet to an iron rod in the centerline of a 100 foot wide easement to Central Electric Company; thence along said centerline, South 75 degrees 23' 53" West 241.09 feet to an iron rod; thence departing said centerline, North 04 degrees 58' 53" East 390.52 feet to a point on the South right-of-way of Orf Road, 30 feet wide, from which an iron rod bears South 04 degrees 58' 53" West 10 feet; thence along said South right-of-way, South 89 degrees 22' 02" East 391.31 feet to a point from which an iron rod bears South 04 degrees 58' 53" West 10 feet; thence South 04 degrees 58' 53" West 298.80 feet to the point of beginning.

Parcel 6

The above Parcel 5 is also known as: A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing from a found iron rod on the north right-of-way line of Old Missouri State Highway N (variable width), which marks the southeastern most corner of a tract of land conveyed to Wentzville Fire Protection District 13, as recorded in St. Charles County Deed Book 1127, Page 1625; thence leaving said north right-of-way line S88°18'21"W 284.45 feet to a found iron rod at the point of beginning for the tract of land described herein; thence S88°22'15"W 168.05 feet to a set iron rod; thence S05°01'57"E 21.75 feet to a set iron rod; thence S75°18'16"W 241.09 feet to a found iron rod; thence N04°53'16"E 390.52 feet to the south right-of-way line of Orf Road (30 feet wide), from which bears a found iron rod S04°53'16"W 10.00 feet; thence along said south right-of-way line S89°27'09"E 391.26 feet to a point, from which bears found iron rod S04°50'42"W 9.94 feet; thence leaving said south right-of-way line S04°50'42"W 298.82 feet to the point of beginning,

EXHIBIT B

FORM OF CERTIFICATE OF REIMBURSABLE TRANSPORTATION PROJECT COSTS

CITY OF LAKE SAINT LOUIS, MISSOURI

SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT

Re: Certificate of Reimbursable Transportation Project Costs

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Transportation Project Reimbursement Agreement dated as of August 20, 2018, as amended (the "**Agreement**"), by and among the City of Lake Saint Louis, Missouri (the "**City**"), SR Development, LLC, a Missouri limited liability company (the "**Developer**") and the South Ridge Transportation Development District (the "**TDD**"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Attached hereto is a schedule of Transportation Project Costs incurred by Developer for the Transportation Project; each and every item on such schedule was incurred in connection with the Transportation Project on or before the date hereof. The schedule indicates which Transportation Project Costs relate to the City/County Contribution Portion of Transportation Project, the Second Contribution Portion of Transportation Project and/or State Transportation Project, as applicable. Accompanying the schedule are copies of the Supporting Information.

2. These Transportation Project Costs have been have been paid or incurred by the Developer and are eligible for reimbursement under the Agreement.

3. These Transportation Project Costs have not been included in any certificate previously filed with the TDD and City.

3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

4. All necessary permits and approvals required for the portion of the work for which this certificate relates have been issued and are in full force and effect.

5. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

6. The Developer is not in default or breach of any term or condition of the Agreement.

7. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

FOR DEVELOPER:

Dated this __ day of _____, 20__

DEVELOPER:

CONSULTING ENGINEER:

SR DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved this ____ day of _____, 201____

TDD:

SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

TDD:

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY OF LAKE SAINT LOUIS, MISSOURI

SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT

Re: Certificate of Substantial Completion

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Transportation Project Reimbursement Agreement dated as of August 20, 2018, as amended (the "**Agreement**"), by and among the City of Lake Saint Louis, Missouri (the "**City**"), SR Development, LLC, a Missouri limited liability company (the "**Developer**") and South Ridge Transportation Development District (the "**TDD**"). In connection with said Agreement, the undersigned hereby states and certifies, to its knowledge, that:

1. That as of _____, 20___, the acquisition and construction of the [Local] [State] Transportation Project has been substantially completed in accordance with the Agreement.
2. The work on the [Local] [State] Transportation Project has been performed in a workmanlike manner and in accordance with the Construction Plans and Applicable Laws.
3. [Subject to the City's advance of certain amounts as set forth in Section 5.5 of the Agreement in connection with a portion of the City/County Contribution Portion of Transportation Project and/or the Second Contribution Portion of Transportation Project,] Developer has paid all costs for the construction of the [Local] [State] Transportation Project, and there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the [Local] [State] Transportation Project. Developer has obtained full and unconditional lien waivers for the [Local] [State] Transportation Project.
4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the [Local] [State] Transportation Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the [Local] [State] Transportation Project.
6. The TDD's and the City's acceptance (below) or the TDD's and the City's failure to object in writing to this Certificate of Substantial Completion within 30 days of the date of delivery of this Certificate of Substantial Completion to the TDD and the City, and the recordation of this Certificate of Substantial Completion with the Recorder of Deeds of St. Charles County, Missouri, shall evidence the satisfaction of the Developer's agreements and covenants to perform the [Local] [State] Transportation Project.

This Notice is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this __ day of _____, 20__.

DEVELOPER

By: _____
Name: _____
Title: _____

Approved this __ day of _____, 20__

CONSULTING ENGINEER

By: _____
Name: _____
Title: _____

Accepted this __ day of _____, 20__

SOUTH RIDGE TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT D-1
 CONCEPT SITE PLAN

ADD EXHIBIT I
SOUTH RIDGE SHOPPES

A PROJECT OF THE SOUTH RIDGE SHOPPING CENTER, SOUTH RIDGE, INDIANA

BY THE

LAND DEVELOPER

JAMES H. HARRIS COMPANY

INDIANAPOLIS, INDIANA

PLANNED BY

THE SOUTH RIDGE SHOPPING CENTER

INDIANAPOLIS, INDIANA

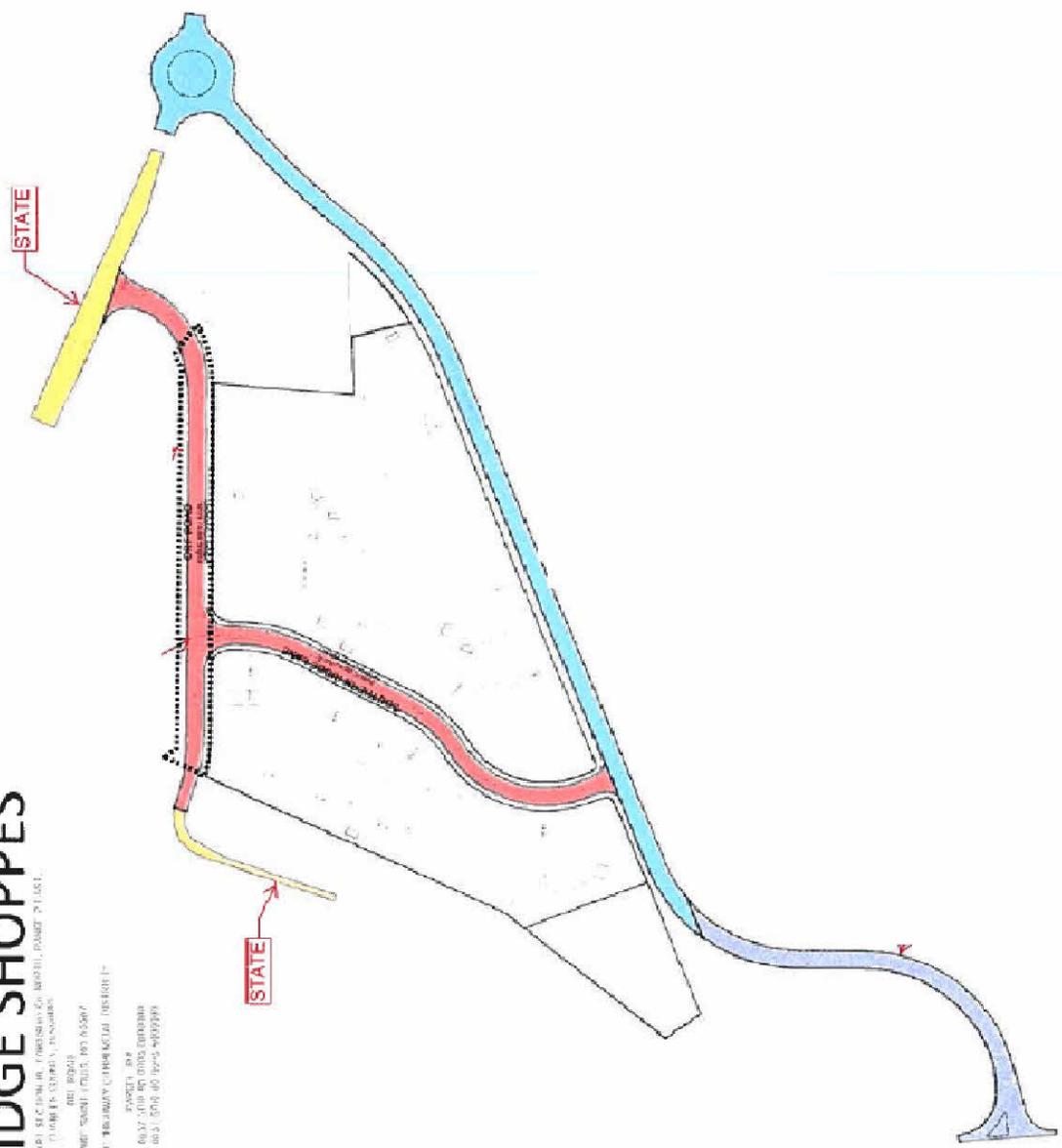


EXHIBIT D-2
CONCEPT SITE PLAN

TDD EXHIBIT SOUTH RIDGE SHOPPES

A TRACT OF LAND BEING PART SECTION 10, TOWNSHIP 44 NORTH, RANGE 2 EAST,
SITING COUNTY, MISSOURI

OWNER: W.C. WILSON & COMPANY, DISTRICT
 1400 S. MAIN ST., SUITE 100
 ST. LOUIS, MO 63102
 314-241-1100

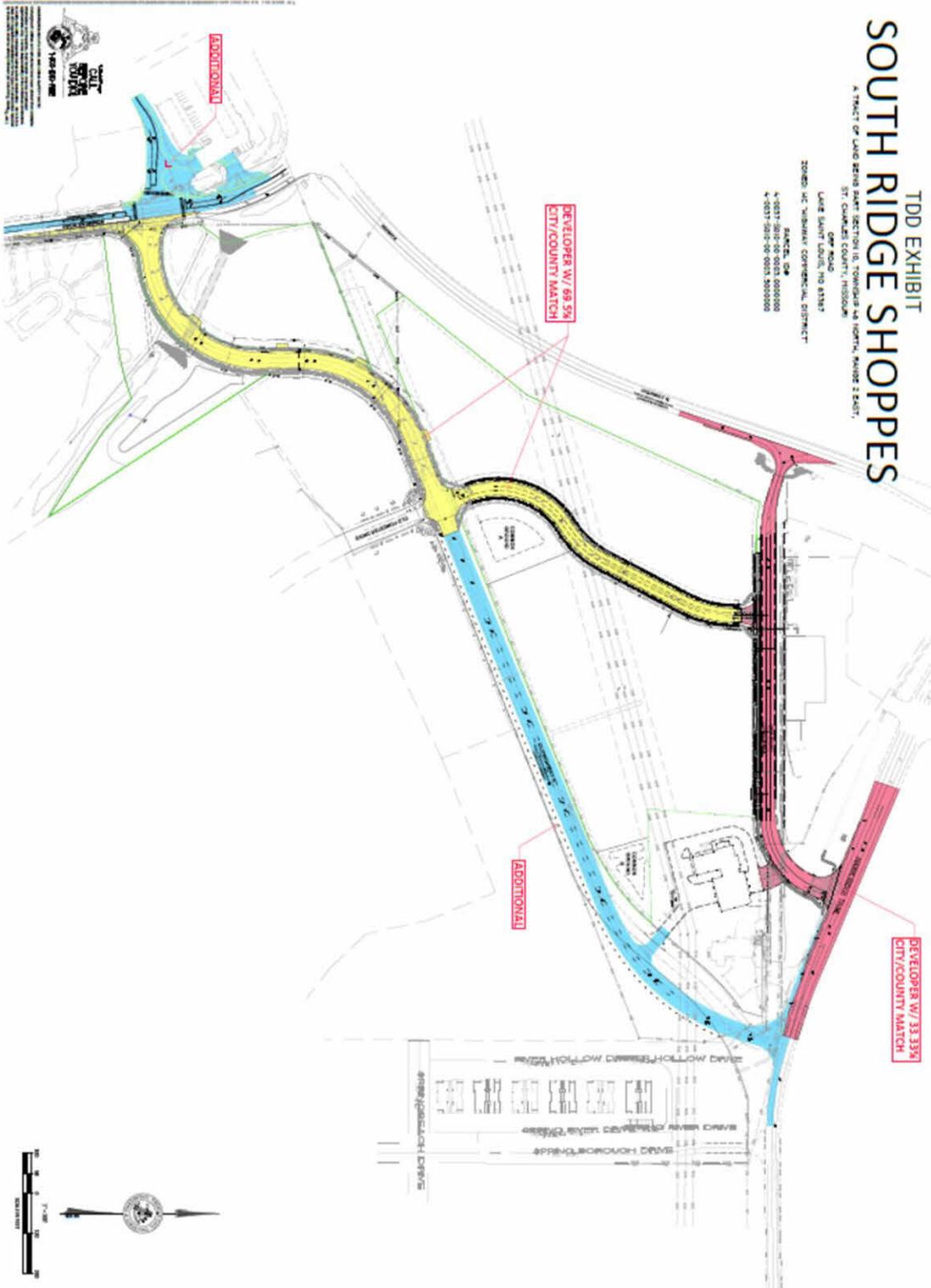


EXHIBIT E

FORM OF RECIPROCAL MAINTENANCE AGREEMENT

20200309000145090 AGREE
Bk:DE7245 Pg:387
03/09/2020 04:26:39 PM 1/8
\$42.00

CERTIFIED-FILED FOR RECORD
Mary E. Dempsey
Recorder of Deeds
St. Charles County, Missouri
BY:KBEXTERMUELLER

Above Space Reserved for Recorder of Deeds

12951 STZ-1

TITLE OF DOCUMENT MAINTENANCE AGREEMENT
DATE OF DOCUMENT: MARCH 9, 2020
GRANTOR: SR DEVELOPMENT, LLC
Mailing Address 16761 Concord Hill Road
Marthasville, MO 63357
GRANTEE: SR DEVELOPMENT, LLC
Mailing Address 16761 Concord Hill Road
Marthasville, MO 63357
Legal Description: See *Exhibit A*, attached hereto
Prior Reference: Book DE7024, Page 494 of the St. Charles County Records

The preceding information is provided solely for the purpose of complying with the requirements stated in Secs. 59.310.2; 59.313.2 RSMo 2000, as amended, of the Missouri Recording Act. Do not remove this cover page. This recording information shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and this recording information, the attached instrument shall prevail and control.

SL 2884541.5

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the “**Agreement**”) is made this 9th day of March 2020 (the “**Effective Date**”), by SR Development, LLC, or its assign (the “**Owner**”).

Recitals

A. As of the date hereof, Owner owns certain real property situated in the City of Lake Saint Louis (the “**City**”), St. Charles County, Missouri, legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is subject to that Amended and Restated Transportation Project Reimbursement Agreement dated as of the December 12, 2018 and recorded on January 10, 2019 in Book DE7024, Page 494 of the St. Charles County Records (the “**Reimbursement Agreement**”), by and among the Developer, South Ridge Transportation Development District, and the City of Lake Saint Louis, Missouri, a fourth class city and political subdivision of the State of Missouri (the “**City**”).

C. Pursuant to Section 5.7 of the Reimbursement Agreement, the Owner is entering into this Agreement to provide for the future maintenance, repair and replacement of certain landscaping, irrigation systems, and other improvement located within or along the public rights-of-way of the Property from time to time, including the installation, planting, and maintenance of street trees as required by the City Code of the City (collectively, the “**Common Facilities**”); provided, however, Common Facilities shall not include road pavement and storm sewer systems which have been dedicated to and accepted by the City.

D. A site plan showing the location of the Common Facilities is attached hereto as Exhibit B.

Agreement

NOW, THEREFORE, the Owners hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the agreements and covenants set forth herein.

Section 1. Maintenance of Common Facilities. From and after the Effective Date, the Owner shall be responsible for maintaining, repairing, insuring and replacing, as necessary, the Common Facilities in a good and safe order, condition and repair and in conformance with all applicable laws, ordinances and regulations, including, but not limited to, any planned district ordinance approved by the City with respect to the Property. The Owner’s duties and obligations (as set forth herein) may be assigned (pursuant to a written instrument recorded in the St. Charles County Records) to a property owner’s association formed by the Owner with respect to the Property. Upon such assignment, the Owner shall have no further obligations or liability hereunder.

Section 2. Street Trees. Notwithstanding any provision in this Agreement to the contrary, Owner shall not be required to install, plant and maintain street trees as required by the City Code of the City on or adjacent to any separate lot comprising the Property until building

improvements are constructed and placed into service on such lot; however, all street trees to be installed, planted and maintained on or adjacent to any separate lot comprising the Property as required by the City Code of the City must be installed, planted and maintained once building improvements are constructed and placed into service on 50.00% of the separate lot or lots comprising the Property.

Section 3. Rights of Successors. The benefits and obligations hereunder shall create mutual benefits and servitudes running with the land and shall be binding the Property and any person who may from time to time own, lease, or otherwise have an interest in all or any portion of any such Property. In the event of any subdivision of the Property, the rights and obligations set forth herein shall apply to such subdivided lot(s) and the owner(s) thereof.

Section 4. Modification, Cancellation, and Duration. This Agreement (including all exhibits) may be modified or canceled only by the owner(s) of a majority of the area of the Property. Unless otherwise canceled or terminated, this Agreement and all of the rights and obligations set forth herein shall automatically terminate and be of no further force and effect on the date 99 years from the date hereof.

Section 5. Non-Merger. This Agreement shall not be subject to the doctrine of merger.

Section 6. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affect the terms and provisions hereof.

Section 7. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such decision will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect as if such invalid or unenforceable provision or portion had never been a part hereof.

[Remainder of Page Blank; Signature pages attached]

IN WITNESS WHEREOF, the Owners have executed this Agreement the day and year first written above.

SR Development, LLC

By: 
Neil Kersten, *Manager*

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 9th day of March, 2020 before me, a Notary Public, in and for said State, personally appeared NEIL KERSTEN, Manager of SR DEVELOPMENT, LLC, A Missouri limited liability company, known to me and being first duly sworn upon his oath, stated that he executed the foregoing instrument at the request and on behalf of said limited liability company, that the statements therein are true to the best of his knowledge, information and belief and that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

By: 
Notary Public Kelly S. Aubrecht



EXHIBIT A

Legal Description of the Property

Parcel 1:

Beginning at the Northeast corner of the Frances Rhodes tract as described in deed dated February 28, 1919 and recorded in Book 132 page 373 of the St. Charles County Recorder's Office (said tract being in Fractional Section 10, Township 46 North, Range 2 East); thence Southwestwardly along the Northernmost right-of-way of Boonslick Road 300 feet, more or less, to the place of beginning (an iron stake); thence West approximately 405 feet, more or less, to an iron stake; thence South approximately 150 feet, more or less, to an iron stake in the Northern right-of-way line of Boonslick Road; thence Northwardly along the Northern right-of-way line of Boonslick Road to an iron stake, the place of beginning.

Parcel 2:

A tract of land being part of Section 10, Township 46 North, Range 2 East, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Section 10; thence South 89 degrees 23' 34" East, along the North line of said Section, 2521.0 feet to a point in the centerline of a County Road, said point being the beginning point of the tract of land herein described; thence from said beginning point, continuing along the North line of said Section 10, South 89 degrees 23' 34" East a distance of 130.0 feet to a point; thence continuing along the North line of said Section 10, South 89 degrees 23' 34" East a distance of 2137.31 feet to a point; thence leaving said North line, South 00 degrees 59' 47" West 31.97 feet to an iron rod on the Northern line of State Highway "N"; thence along the Northern line of State Highway "N" the following courses and distances: Westwardly, along a curve to the left, a distance of 250.0 feet to a point, and South 40 degrees 47' West 152.74 feet to an iron rod at the most Eastern corner of a 1.40 acre tract of land now owned by Ralph Rhodes and wife; thence North 87 degrees 28' West, along the North line of said 1.40 acre tract, 452.35 feet to an iron rod at its Northwest corner; thence

South 04 degrees 59' East, along the West line of said 1.40 acre tract, 228.35 feet to an iron rod on the North line of State Highway "N"; thence along said North line, the following courses and distances: South 68 degrees 47' West 690.52 feet to a point, South 63 degrees 04' 22" West 50.25 feet to a point, South 68 degrees 47' West 550.0 feet to a point, South 71 degrees 38' 44" West 100.12 feet to a point and South 68 degrees 47' West 115.71 feet to an iron rod; thence North 06 degrees 55' 45" West 1116.07 feet to the point of beginning, according to the plat of a survey thereof by Gene C. Ditch, Land Surveyor, dated April, 1983.

Excepting therefrom: 1) tracts conveyed to Leroy J. Rhodes by Warranty Deeds recorded in Book 954 page 204 and Book 1015 page 293, 2) tract conveyed to Nancy J. Michelswirth by Warranty Deed recorded in Book 1015 page 294, 3) tracts conveyed to Wentzville Fire Protection District No. 13 by Warranty Deeds recorded in Book 1519 page 1453 and Book 2107 page 1823, 4) tract conveyed to Tracy and Ron Maietta by Warranty Deed recorded in Book 1519 page 1453, 5) tract conveyed to Jeff and Mary Bollman by Warranty Deed recorded in Book 2110 page 1026, and 6) tract conveyed to Missouri Highway and Transportation Commission by Report of Commissioners in Book 3173 page 442.

SL2884541.5

Parcel 3:

A tract of land being part of the Northeast Fractional 1/4 of Section 10, Township 46 North, Range 2 East, more particularly described as follows, to-wit: Beginning at a point in the centerline of State Highway "N" marking the Northeast corner of said Section 10; thence along said centerline the following courses and distances: North 89 degrees 55' West 540.60 feet to a point of tangent of a 10 degree curve to the left; thence along said curve 497.70 feet to a point of curvature of a curve; thence South 40 degrees 19' West 153.44 feet to a point of tangent of a curve; thence North 49 degrees 41' West 40.0 feet to the Western right-of-way line of State Highway "N"; said point being the beginning point of the tract of land herein described; thence from said beginning point, South 87 degrees 56' West 452.35 feet to an iron pipe; thence South 05 degrees 27' East 228.35 feet to a point on the Northwestern right-of-way line of State Highway "N"; thence North 68 degrees 19' East 239.48 feet to a point of curvature of a curve; thence along said curve, 65.58 feet; thence continuing along said right-of-way line, along a curve, 195.61 feet to the point of beginning, according to the plat of a survey thereof by Gene C. Ditch, Land Surveyor, dated November, 1982.

Parcel 4

The above described Parcels 1, 2 and 3 are also known as: A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

Beginning at a found iron rod on the north right-of-way line of Old Missouri State Highway N (variable width), which marks the southeastern most corner of a tract of land conveyed to Wentzville Fire Protection District 13, as recorded in St. Charles County Deed Book 1127, Page 1625; thence along said north right-of-way line along a curve deflecting to the right having a radius of 533.69 feet, an arc length of 167.45 feet, and a chord course of S49°44'47"W 166.77 feet to a set iron rod; thence S60°40'26"W 93.47 feet to a set iron rod; thence S68°43'19"W 930.00 feet to a set iron rod; thence S63°00'41"W 50.25 feet to a set iron rod; thence S68°43'19"W 426.32 feet to a found iron pipe with a right-of-way marker; thence leaving said north right-of-way line N35°20'59"W 82.05 feet to a found iron pipe with a right-of-way marker on the east right-of-way line of Relocated Missouri State Highway N (variable width); thence along said east right-of-way line N39°28'35"E 393.29 feet to a found iron pipe with a right-of-way marker; thence N25°17'54"E 657.90 feet to the intersection of said east right-of-way with the south right-of-way of Orf Road (30 feet wide) from which a found right-of-way marker bears N25°17'54"E 0.77 feet; thence leaving said east right-of-way line along said south right-of-way line S89°27'09"E 383.39 feet to the northwestern corner of a tract of land conveyed to Loyd in St. Charles County Deed Book 2110, Page 1028, from which bears a found iron rod S04°53'16"W 10.00 feet; thence leaving said south right-of-way line along the west line of said Loyd tract S04°53'16"W 390.52 feet to a found iron rod; thence

N75°18'16"E 241.09 feet to a set iron rod; thence N05°01'57"W 21.75 feet to a set iron rod; thence N88°22'15"E 168.05 feet to a found iron rod; thence N88°18'21"E 284.45 feet to the point of beginning.

Parcel 5

A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri, and being described as follows: Commencing at an old iron rod on the North right-of-way of Missouri State Highway "N", which marks the most Southwestern corner of a tract conveyed to Wentzville Fire Protection District 13, recorded in St. Charles County Deed Book 1127 page 1625, being also the most Eastern corner of a 1.4, more or less, acre tract shown on a survey by Gene Ditch dated April, 1983; thence along the North line of said 1.4, more or less, acre tract, South 88 degrees 25' 46" West 284.53 feet to an iron rod marking the point of beginning; thence South 88 degrees 25' 46" West 167.89 feet to the Northwest corner of said 1.4, more or less, acre tract; thence South 04 degrees 56' 20" East 21.75 feet to an iron rod in the centerline of a 100 foot wide easement to Central Electric Company; thence along said centerline, South 75 degrees 23' 53" West 241.09 feet to an iron rod; thence departing said centerline, North 04 degrees 58' 53" East 390.52 feet to a point on the South right-of-way of Orf Road, 30 feet wide, from which an iron rod bears South 04 degrees 58' 53" West 10 feet; thence along said South right-of-way, South 89 degrees 22' 02" East 391.31 feet to a point from which an iron rod bears South 04 degrees 58' 53" West 10 feet; thence South 04 degrees 58' 53" West 298.80 feet to the point of beginning.

Parcel 6

The above Parcel 5 is also known as: A tract of land being part of Section 10, Township 46 North, Range 2 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing from a found iron rod on the north right-of-way line of Old Missouri State Highway N (variable width), which marks the southeastern most corner of a tract of land conveyed to Wentzville Fire Protection District 13, as recorded in St. Charles County Deed Book 1127, Page 1625; thence leaving said north right-of-way line S88°18'21"W 284.45 feet to a found iron rod at the point of beginning for the tract of land described herein; thence S88°22'15"W 168.05 feet to a set iron rod; thence S05°01'57"E 21.75 feet to a set iron rod; thence S75°18'16"W 241.09 feet to a found iron rod; thence N04°53'16"E 390.52 feet to the south right-of-way line of Orf Road (30 feet wide), from which bears a found iron rod S04°53'16"W 10.00 feet; thence along said south right-of-way line S89°27'09"E 391.26 feet to a point, from which bears found iron rod S04°50'42"W 9.94 feet; thence leaving said south right-of-way line S04°50'42"W 298.82 feet to the point of beginning,

EXHIBIT B

Site Plan



BILL NO. 4362

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT A BUDGET REVISION FOR THE CITY OF LAKE SAINT LOUIS' BUDGETS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

WHEREAS, the Administrative Finance Committee, for the Board of Aldermen, along with the City Administrator and Finance Director, have studied and prepared budget revisions for the City of Lake Saint Louis' Budgets for the fiscal year July 1, 2020 to June 30, 2021; and

WHEREAS, the Board of Aldermen for the City of Lake Saint Louis has determined it is reasonable and necessary to operate the routine functions of the City government and provide municipal services to the residents; and

WHEREAS, the Board of Aldermen has reviewed the proposed budget revision for the budgets for the fiscal year July 1, 2020 to June 30, 2021 as prepared by Staff and the Administrative Committee.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen hereby authorizes that the budget revisions for the fiscal year July 1, 2020 to June 30, 2021, a copy of which is marked Exhibit "A", attached hereto and made a part hereof, are hereby adopted in their entirety.

SECTION 2. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such documents, certificates and instruments as may be necessary to carry out and comply with the intent of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2020/2021

Note: Adjustment for current meeting approval are highlighted

udget A	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact	Reason	Rebudget PY	Rebudget PY
No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
6/30/20 General Fund Balance										(not including deduction for prepaid balance or expenses carried forward to 19/20)			
FY 20/21 original net budgeted revenue										\$	(676,773)		
1E	4128	7/6/2020	10,108.00					101-020-6050	Land Use Code Update	(10,108.00)		\$	10,108.00
2E	4128	7/6/2020	16,059.96					101-011-6048	Tyler Property Tax Online Software	(16,059.96)		\$	16,059.96
3E	4128	7/6/2020	11,000.00					101-010-6050	Code Book Update - Land Use Code	(11,000.00)		\$	11,000.00
4E	4128	7/6/2020	46,717.63					101-030-9100	PD Radio Tower	(46,717.63)		\$	46,717.63
5E	4128	7/6/2020					40,000.00	601-060-9239	Founders Parking Lot				\$ 40,000.00
6E	4128	7/6/2020	105,000.00					101-030-9000	Capital - Vehicles	(105,000.00)	Purchase PD vehicles from 19/20 budget	\$	105,000.00
7E	4128	7/6/2020	2,400.00					101-060-6050	Other Contracted Services	(2,400.00)	Great Rivers Greenway St. Charles County Master Plan	\$	2,400.00
8	4128	7/6/2020	(16,841.50)					101-000-3480	Youth Baseball Revenue	16,841.50			
			7,250.00					101-060-6306	Youth Baseball Expense	(7,250.00)			
			600.00					101-060-5020	Ballfield Lights	(600.00)			
9	4128	7/6/2020	875.00					101-060-6050	Other Contracted Services	(875.00)			
			6,800.00					101-060-5050	Utilities - Water	(6,800.00)			
10	4128	7/6/2020	5,612.30					101-060-6305	Concerts	(5,612.30)	BOA approved offering 2 concerts and 1 movie for the		
			990.00					101-060-6309	Special Events (Movie)	(990.00)	remainder of 2020.		
11E	4132	8/3/2020					40,000.00	601-050-9102	N Henke Utilities				\$ 40,000.00
							99,989.80	601-050-9112	LSL Blvd RAB ROW & Design				\$ 99,989.80
							8,450.00	601-050-9125	N Henke Exhibits and Acquisition				\$ 8,450.00
							95,322.84	601-050-9207	Asphalt Overlay				\$ 95,322.84
							49,790.70	601-050-9228	Dauphine guardrail				\$ 49,790.70
12	4132	8/3/2020	(4,500.00)					101-000-3490	Field Rental/Tournament	4,500.00	No revenue budgeted due to Covid, St Pats requested to		
			900.00					101-060-5050	Water	(900.00)	rent fields for soccer.		
			500.00					101-060-6050	Other contracted	(500.00)			
			800.00					101-060-5160	Supplies	(800.00)			
13	N/A	8/17/2020	575.80					101-030-4170	Salaries-OT	(575.80)			
			(575.80)					101-000-3415	Police OT grants	575.80	OT grants on 7/23 & 7/24		
14	4139	8/17/2020	2,820.00					101-000-3955	Telecom Leases	(2,820.00)	After review of 19/20 account activity		
15	4139	8/17/2020	3,038.00					101-010-4220	Unemployment - PT Receptionists	(3,038.00)	Cover unemployment 7/1-YTD for 2 admin PT receptionists and		
			1,225.00					101-060-4220	Unemployment - PT Receptionist	(1,225.00)	1 parks PT receptionist.		
16	4139	8/17/2020	3,708.00					101-060-4120	Part Time Salaries	(3,708.00)	To cover expenses for 20 weeks of PT park reception duties at		
			284.00					101-060-4240	FICA	(284.00)	reduced hours.		
17	4139	8/17/2020	8,998.00					101-010-4120	Part Time Salaries	(8,998.00)	To cover expenses for 20 weeks of PT reception duties at		
			689.00					101-010-4240	FICA	(689.00)	reduced hours schedule.		
18	4139	8/17/2020	(5,629.00)					101-000-3482	Recreation Programs - Youth	5,629.00	Revenues and expenses for youth soccer that were not included		
			2,800.00					101-060-6302	Youth Soccer Expenses	(2,800.00)	in the original budget		
19	4139	8/17/2020	(13,800.00)					101-000-3480	Youth Baseball Registrations	13,800.00	Revenue and expenses for fall youth baseball program that were		
			7,600.00					101-060-6306	Youth Baseball	(7,600.00)	not included in original budget		
20	4139	8/17/2020	1,400.00					101-060-5160	Ballfield Supplies	(1,400.00)	Increase to three maintenance accounts to operate fall sports		

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2020/2021

Note: Adjustment for current meeting approval are highlighted

udget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds	
			1,000.00					101-060-7000	Equipment Repair	(1,000.00)	leagues not originally budgeted			
			1,000.00					101-060-5020	Lights	(1,000.00)				
21	4139	8/17/2020	(21,000.00)					101-000-3416	PD K9 Donation	21,000.00	Budget purchase of K9 vehicle and recognition of related			
			21,000.00					101-030-8501	K9 Program	(21,000.00)	donation from A/C 101-000-1918			
22		9/8/2020	1,092.38					101-030-4170	Salaries-OT	(1,092.38)				
			(1,092.38)					101-000-3415	Police OT grants	1,092.38	OT grants on 7/23 & 7/24			
23	N/A	9/8/2020	3,000.00					101-020-4120	PT Salaries	(3,000.00)	Help with CD inspections			
			229.50					101-020-4240	FICA	(229.50)				
24		9/8/2020	4,717.44					101-011-9600	Computer Replacement	-	Covid reimbursement funds - laptops originally budgeted			
			(4,717.44)					101-000-3419	Other grants		purchased instead for remote workers.			
25		9/8/2020	5,000.00					101-030-4170	Salaries-OT	-	Contract with St Charles County Community College for dispatching			
			(5,000.00)					101-000-3502	Dispatching Services		Funds to be used for PD overtime.			
26E		9/8/2020	36,778.00					101-060-9000	Vehicles	(36,778.00)	Park vehicle purchase not completed in 19/20	36,778.00		
27		9/8/2020	2,568.00					101-030-7800	Maintenance Jail	-	From acct 101-000-1925 for wall in booking required for			
			(2,568.00)					101-000-3801	Prisoner Housing Recoupment		accreditation compliance.			
28		9/8/2020	4,057.74					101-030-7100	Vehicle Maintenance	-	From acct 101-000-1922 DWI Escrow for the purchase of cradle			
			(4,057.74)					101-000-3803	DWI Recoupment Revenue		points for new vehicles.			
29E		9/8/2020					(2,752.19)	601-000-3410	Old N Ph 2&3 O'Fallon Contribution				(2,752.19)	
							(26,944.00)	601-000-3440	LSL Blvd N Ph 3 County Grant				(26,944.00)	
							(25,000.00)	601-000-3450	LSL Blvd N Ph 2 County Grant				(25,000.00)	
							(42,748.00)	601-000-3452	Shoppes Overlay & SW Federal Grant				(42,748.00)	
							(966,922.02)	601-000-3460	Old N Ph 1 County Grant				(966,922.02)	
							(13,776.00)	601-000-3461	Old N Ph 2&3 County Grant				(13,776.00)	
							(51,323.46)	601-000-3464	LSL Blvd RAB County Grant				(51,323.46)	
							(192,000.00)	601-000-3470	Old N Ph 2&3 State Grant (Cost Share)				(192,000.00)	
							(74,066.00)	601-000-3473	LSL Blvd RAB Federal Grant				(74,066.00)	
							(617,404.00)	601-000-3476	Old N Ph 1 TDD Contribution				(617,404.00)	
(926,184.40) CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE												\$	228,063.59	\$ (1,679,382.33)

Mid Year transfer to capital fund - is from transportation sales tax, road & bridge rebate, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.

RESOLUTION NO. 09-08-20 (1)

A RESOLUTION IMPOSING A 180-DAY MORATORIUM TO TEMPORARILY HALT THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS ASSOCIATED WITH THE DEVELOPMENT OR CONSTRUCTION OF NEW MULTI-FAMILY HOUSING.

WHEREAS, The City of Lake Saint Louis has been vested under the Missouri constitution and statutory law with substantial power to regulate the use and zoning of real property for the purposes of maintaining the health, morals, safety, security, peace, and general public welfare of the City and its residents, which includes the governmental purpose of implementing moratoria for the reasons stated herein; and

WHEREAS, the City's Mayor and Board of Aldermen ("Board") considers it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and City residents; and,

WHEREAS, the concept of general public welfare is broad and inclusive and it is within the power and prerogative of the Board to determine and ensure that development be implemented in the best interests of the City as whole; and,

WHEREAS, the Board, accordingly, has concerns regarding the potential impact of further multi-family housing development in the City; and,

WHEREAS, the Board has determined it to be in the best interests of the City and its residents to impose a 180-day moratorium temporarily halting the acceptance and processing of new applications associated with the development or construction of new multi-family housing in the City; and,

WHEREAS, the purpose of the temporary moratorium is to allow the City an opportunity to study, research, analyze and/or assess the likely impacts and nature of any future multi-family housing development including without limitation and as the City deems appropriate, development and demographic trends, aesthetic qualities, burdens upon and access to City services, resources, infrastructure, utilities, parks, public areas/facilities, and emergency and police services, traffic congestion, public safety, and neighborhood characteristics; and,

WHEREAS, said moratorium is in the best interests of the health, welfare, and safety of the City and its residents, and also wholly consistent with the police and other powers vested in the City; and,

WHEREAS, the Board adopts the foregoing as its findings of fact justifying its adoption of this resolution.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE SAINT LOUIS, MISSOURI, AS FOLLOWS:

SECTION 1. A moratorium is hereby imposed to temporarily halt the acceptance and processing of any new applications associated with the development or construction of new multi-family housing. Notwithstanding the foregoing, this moratorium shall have no effect upon approvals or permits previously issued by the City nor to applications currently submitted and pending approval. For the purposes of this moratorium, "multi-family housing" includes one or more residential buildings, excluding townhouses, located on a single lot and designed to accommodate three or more dwelling units each.

SECTION 2. The purpose of the temporary moratorium is to allow the City an opportunity to study, research, analyze and/or assess the likely impacts and nature of any future multi-family housing development including without limitation and as the City deems appropriate, development and demographic trends, aesthetic qualities, burdens upon and access to City services, resources, infrastructure, utilities, parks, public areas/facilities, and emergency and police services, traffic congestion, public safety, and neighborhood characteristics.

SECTION 3. The duration of this moratorium shall be for a period 180 days beginning on the date of the adoption of this Resolution unless previously terminated or otherwise extended by the Mayor and Board of Aldermen.

SECTION 4. If any section, sentence, clause or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

FINANCIAL SUPPLEMENT TO BOARD OF ALDERMEN PACKET

BOARD OF ALDERMEN

9/08/20

- A. Budget Transfer
- B. Warrant

Renee Camp, Finance Director
9/2/20

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2020/2021

Note: Adjustment for current meeting approval are highlighted

udget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On OF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
6/30/20 General Fund Balance										(not including deduction for prepaid balance or expenses carried forward to 19/20)			
FY 20/21 original net budgeted revenue										\$ (676,773)			
1E	4128	7/6/2020	10,108.00					101-020-6050	Land Use Code Update	(10,108.00)		\$ 10,108.00	
2E	4128	7/6/2020	16,059.96					101-011-6048	Tyler Property Tax Online Software	(16,059.96)		\$ 16,059.96	
3E	4128	7/6/2020	11,000.00					101-010-6050	Code Book Update - Land Use Code	(11,000.00)		\$ 11,000.00	
4E	4128	7/6/2020	46,717.63					101-030-9100	PD Radio Tower	(46,717.63)		\$ 46,717.63	
5E	4128	7/6/2020					40,000.00	601-060-9239	Founders Parking Lot				\$ 40,000.00
6E	4128	7/6/2020	105,000.00					101-030-9000	Capital - Vehicles	(105,000.00)	Purchase PD vehicles from 19/20 budget	\$ 105,000.00	
7E	4128	7/6/2020	2,400.00					101-060-6050	Other Contracted Services	(2,400.00)	Great Rivers Greenway St. Charles County Master Plan	\$ 2,400.00	
8	4128	7/6/2020	(16,841.50)					101-000-3480	Youth Baseball Revenue	16,841.50			
			7,250.00					101-060-6306	Youth Baseball Expense	(7,250.00)			
			600.00					101-060-5020	Ballfield Lights	(600.00)			
9	4128	7/6/2020	875.00					101-060-6050	Other Contracted Services	(875.00)			
			6,800.00					101-060-5050	Utilities - Water	(6,800.00)			
10	4128	7/6/2020	5,612.30					101-060-6305	Concerts	(5,612.30)	BOA approved offering 2 concerts and 1 movie for the		
			990.00					101-060-6309	Special Events (Movie)	(990.00)	remainder of 2020.		
11E	4132	8/3/2020					40,000.00	601-050-9102	N Henke Utilities				\$ 40,000.00
							99,989.80	601-050-9112	LSL Blvd RAB ROW & Design				\$ 99,989.80
							8,450.00	601-050-9125	N Henke Exhibits and Acquisition				\$ 8,450.00
							95,322.84	601-050-9207	Asphalt Overlay				\$ 95,322.84
							49,790.70	601-050-9228	Dauphineguardrail				\$ 49,790.70
12	4132	8/3/2020	(4,500.00)					101-000-3490	Field Rental/Tournament	4,500.00	No revenue budgeted due to Covid, St. Pats requested to		
			900.00					101-060-5050	Water	(900.00)	rent fields for soccer.		
			500.00					101-060-6050	Other contracted	(500.00)			
			800.00					101-060-5160	Supplies	(800.00)			
13	N/A	8/17/2020	575.80					101-030-4170	Salaries-OT	(575.80)			
			(575.80)					101-000-3415	Police OT grants	575.80	OT grants on 7/23 & 7/24		
14	4139	8/17/2020	2,820.00					101-000-3955	Telecom Leases	(2,820.00)	After review of 19/20 account activity		
15	4139	8/17/2020	3,038.00					101-010-4220	Unemployment - PT Receptionists	(3,038.00)	Cover unemployment 7/1-YTD for 2 admin PT receptionists and		
			1,225.00					101-060-4220	Unemployment - PT Receptionist	(1,225.00)	1 parks PT receptionist.		
16	4139	8/17/2020	3,708.00					101-060-4120	Part Time Salaries	(3,708.00)	To cover expenses for 20 weeks of PT park reception duties at		
			284.00					101-060-4240	FICA	(284.00)	reduced hours.		
17	4139	8/17/2020	8,998.00					101-010-4120	Part Time Salaries	(8,998.00)	To cover expenses for 20 weeks of PT reception duties at		
			689.00					101-010-4240	FICA	(689.00)	reduced hours schedule.		
18	4139	8/17/2020	(5,629.00)					101-000-3482	Recreation Programs - Youth	5,629.00	Revenues and expenses for youth soccer that were not included		
			2,800.00					101-060-6302	Youth Soccer Expenses	(2,800.00)	in the original budget		
19	4139	8/17/2020	(13,800.00)					101-000-3480	Youth Baseball Registrations	13,800.00	Revenue and expenses for fall youth baseball program that were		
			7,600.00					101-060-6306	Youth Baseball	(7,600.00)	not included in original budget		
20	4139	8/17/2020	1,400.00					101-060-5160	Ballfield Supplies	(1,400.00)	Increase to three maintenance accounts to operate fall sports		

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2020/2021

Note: Adjustment for current meeting approval are highlighted

udget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds	
			1,000.00					101-060-7000	Equipment Repair	(1,000.00)	leagues not originally budgeted			
			1,000.00					101-060-5020	Lights	(1,000.00)				
21	4139	8/17/2020	(21,000.00)					101-000-3416	PD K9 Donation	21,000.00	Budget purchase of K9 vehicle and recognition of related			
			21,000.00					101-030-6501	K9 Program	(21,000.00)	donation from A/C 101-000-1918			
22		9/8/2020	1,092.38					101-030-4170	Salaries-OT	(1,092.38)				
			(1,092.38)					101-000-3415	Police OT grants	1,092.38	OT grants on 7/23 & 7/24			
23	N/A	9/8/2020	3,000.00					101-020-4120	PT Salaries	(3,000.00)	Help with CD inspections			
			229.50					101-020-4240	FICA	(229.50)				
24		9/8/2020	4,717.44					101-011-9600	Computer Replacement	-	Covid reimbursement funds - laptops originally budgeted			
			(4,717.44)					101-000-3419	Other grants		purchased instead for remote workers.			
25		9/8/2020	5,000.00					101-030-4170	Salaries-OT	-	Contract with St Charles County Community College for dispatching			
			(5,000.00)					101-000-3502	Dispatching Services		Funds to be used for PD overtime.			
26E		9/8/2020	36,778.00					101-060-9000	Vehicles	(36,778.00)	Park vehicle purchase not completed in 19/20	36,778.00		
27		9/8/2020	2,568.00					101-030-7800	Maintenance Jail	-	From acct 101-000-1925 for wall in booking required for			
			(2,568.00)					101-000-9801	Prisoner Housing Recoupment		accreditation compliance.			
28		9/8/2020	4,057.74					101-030-7100	Vehicle Maintenance	-	From acct 101-000-1922 DWI Escrow for the purchase of cradle			
			(4,057.74)					101-000-3803	DWI Recoupment Revenue		points for new vehicles.			
29E		9/8/2020					(2,752.19)	601-000-3410	Old N Ph 2&3 O'Fallon Contribution				(2,752.19)	
							(26,944.00)	601-000-3440	LSL Blvd N Ph 3 County Grant				(26,944.00)	
							(25,000.00)	601-000-3450	LSL Blvd N Ph 2 County Grant				(25,000.00)	
							(42,748.00)	601-000-3452	Shoppes Overlay & SW Federal Grant				(42,748.00)	
							(966,922.02)	601-000-3460	Old N Ph 1 County Grant				(966,922.02)	
							(13,776.00)	601-000-3461	Old N Ph 2&3 County Grant				(13,776.00)	
							(51,323.46)	601-000-3464	LSL Blvd RAB County Grant				(51,323.46)	
							(192,000.00)	601-000-3470	Old N Ph 2&3 State Grant (Cost Share)				(192,000.00)	
							(74,066.00)	601-000-3473	LSL Blvd RAB Federal Grant				(74,066.00)	
							(617,404.00)	601-000-3476	Old N Ph 1 TDD Contribution				(617,404.00)	
(926,184.40) CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE												\$	228,063.59	\$ (1,679,382.33)

Mid Year transfer to capital fund - is from transportation sales tax, road & bridge rebate, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.

BOARD OF ALDERMEN

9-08-2020

FUND	DESCRIPTION	DATE	AMOUNT
AP PAYMENTS	(See Attached)	8-27-2020	113,553.94
		9-8-2020	808.23
		9-10-2020	258,003.44
ACH TRANSFERS		9-02-2020	907,155.71
PAYROLL		8-27-2020	155,478.58
			<hr/>
			1,434,999.90

MAYOR
CITY CLERK



Lake Saint Louis, MO

Warrant Register 9/8CK & 9/10/20EFT

Packet: APPKT00491 - 9/10/2020 EFT

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 000 - NON DEPARTMENTAL					
Green Elements Lawn Care L	Tech.Islands Grub treatment	101-000-1667	11785	09/10/2020	576.00
BENTLEY SYSTEMS,INC.	7/1/2021-9/17/2021 open r	101-000-0530	11768	09/10/2020	906.24
MISSOURI LAWYERS MEDIA	Proj#BOAD-20-3 Rowles	101-000-1760	11801	09/10/2020	103.60
MISSOURI LAWYERS MEDIA	PROJ#PZ-20-8 Thacker-site pl	101-000-1765	11801	09/10/2020	110.40
Duello Road, LLC	R19-000221 515 Columbia D	101-000-1775	11779	09/10/2020	725.00
MCBRIDE DUELLO LLC	R19-000386 625 Creek Bend	101-000-1775	11797	09/10/2020	3,040.00
RIVERVIEW REAL ESTATE CO,	R19-000464 750 Ridgepointe	101-000-1775	11807	09/10/2020	675.00
MCBRIDE DUELLO LLC	R19-000491 824 Hazy Hills D	101-000-1775	11797	09/10/2020	3,425.00
Lombardo Homes of St. Loui	R19-000500 342 Myna Dr.es	101-000-1775	11795	09/10/2020	1,200.00
McKelvey Homes	R20-000043 411 Filipp Ln.	101-000-1775	11798	09/10/2020	2,275.00
Lombardo Homes of St. Loui	R20-000068 338 Myna Dr. Es	101-000-1775	11795	09/10/2020	1,150.00
McKelvey Homes	R20-000080 2 Wydemere Ct.	101-000-1775	11799	09/10/2020	2,275.00
MCBRIDE DUELLO LLC	R20-000121 517 Golden Leaf	101-000-1775	11797	09/10/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000190 419 Cozy Pines	101-000-1775	11797	09/10/2020	3,425.00
Department 000 - NON DEPARTMENTAL Total:					23,311.24
Department: 011 - INFO TECHNOLOGY					
TYLER TECHNOLOGIES, INC.	Configuration Prop.Tax file	101-011-6045	11813	09/10/2020	1,250.00
BENTLEY SYSTEMS,INC.	9/18/2020-6/30/2021 open r	101-011-6049	11768	09/10/2020	2,718.76
ESSENTIAL NETWORK	Hardware Serv. & support	101-011-6047	72638	09/08/2020	808.23
Department 011 - INFO TECHNOLOGY Total:					4,776.99
Department: 015 - FINANCE					
AB Display & Sign Company	Sign-Notice of Public Tax sale	101-015-5140	11764	09/10/2020	50.94
IMAGENET CONSULTING LLC	8/1-8/31/2020 Fin.copier &	101-015-6130	11789	09/10/2020	25.00
IMAGENET CONSULTING LLC	8/1-8/31/2020 Fin.copier &	101-015-7400	11789	09/10/2020	190.76
Department 015 - FINANCE Total:					266.70
Department: 020 - COMMUNITY DEVELOPMENT					
MISSOURI LAWYERS MEDIA	Demolish 2 structures-8980	101-020-5140	11801	09/10/2020	11.90
MISSOURI LAWYERS MEDIA	8/18 CD Text amendment to	101-020-5140	11801	09/10/2020	74.80
MISSOURI LAWYERS MEDIA	CD-Text Amendment to code	101-020-5140	11801	09/10/2020	64.60
Department 020 - COMMUNITY DEVELOPMENT Total:					151.30
Department: 030 - POLICE					
FIRESTONE COMPLETE AUTO	PD104-AC,steering&susp.,M	101-030-7100	11781	09/10/2020	2,167.13
FIRESTONE COMPLETE AUTO	PD104-4 Firehawk tires	101-030-7200	11781	09/10/2020	545.20
FIRESTONE COMPLETE AUTO	PD#110 New Firehawk tire	101-030-7200	11781	09/10/2020	136.30
FIRESTONE COMPLETE AUTO	PD#104 Steering/Suspension	101-030-7100	11781	09/10/2020	115.29
FIRESTONE COMPLETE AUTO	PD102-oil chg.	101-030-7100	11781	09/10/2020	24.99
FIRESTONE COMPLETE AUTO	PD102-4 Firehawk tires	101-030-7200	11781	09/10/2020	545.20
DH WIRELESS SOLUTIONS	PD_Cradle points 3 new cars	101-030-7100	11778	09/10/2020	4,057.74
MINUTEMAN PRESS	PD-Business cards	101-030-5120	11800	09/10/2020	56.83
MINUTEMAN PRESS	PD-Lot of 500 Police removal	101-030-5120	11800	09/10/2020	85.11
LEON UNIFORM COMPANY I	PD-shirt	101-030-4650	11794	09/10/2020	78.50
LEON UNIFORM COMPANY I	Credit-Retrurn Shirt	101-030-4650	11794	09/10/2020	-69.00
Department 030 - POLICE Total:					7,743.29
Department: 040 - COURT					
THE LAW OFFICE OF DENNIS	8/11 & 8/25/2020 Mun. Judg	101-040-6032	11811	09/10/2020	916.66
Department 040 - COURT Total:					916.66
Department: 050 - PUBLIC WORKS					
Schreiter Ready Mix & Mater	8/3 St.mat-Regatta Bay Ct	101-050-5280	11808	09/10/2020	490.00
Schreiter Ready Mix & Mater	8/4 St.Mat-Regatta Bay Ct.	101-050-5280	11808	09/10/2020	637.00
Schreiter Ready Mix & Mater	8/7 St.Nat-Rue De Paix Dr	101-050-5280	11808	09/10/2020	392.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Schreiter Ready Mix & Mater	8/11 St.Mat.-Regatta Bay Ct	101-050-5280	11808	09/10/2020	539.00
Schreiter Ready Mix & Mater	8/18 St.Mat.-Regatta Bay Ct	101-050-5280	11808	09/10/2020	882.00
FRED WEBER INC.	PW-Base stone misc	101-050-5280	11782	09/10/2020	13.64
FRED WEBER INC.	8/12 MODOT HMA=patching	101-050-5280	11782	09/10/2020	275.40
FRED WEBER INC.	8/13 MODOT HMA-patching	101-050-5280	11782	09/10/2020	311.85
FRED WEBER INC.	8/17 MODOT HMA	101-050-5280	11782	09/10/2020	203.18
FRED WEBER INC.	8/17 5 gal. bucket Liquid Asp	101-050-5280	11782	09/10/2020	50.00
FRED WEBER INC.	8/17 HMA	101-050-5280	11782	09/10/2020	139.05
FRED WEBER INC.	8/19 Base stone-misc.	101-050-5280	11782	09/10/2020	56.90
INC ENVIRONMENTAL RECYC	7/16-7/23 PW Dumpsite loa	101-050-6050	11790	09/10/2020	400.00
INC ENVIRONMENTAL RECYC	7/31-8/7/20 PW dumpsite lo	101-050-6050	11790	09/10/2020	320.00
FIRE SAFETY INC.	8/24/20 PW Extinguishers m	101-050-6050	11780	09/10/2020	567.00
CINTAS CORPORATION #452	8/10 PW carpet runners	101-050-6130	11772	09/10/2020	20.00
CINTAS CORPORATION #452	8/24/20 PW carpet runners	101-050-6130	11772	09/10/2020	20.00

Department 050 - PUBLIC WORKS Total: 5,317.02

Department: 060 - PARK & RECREATION

BILL'S SERVICE CENTER INC	PK-Redmax covers	101-060-7000	11769	09/10/2020	12.58
BILL'S SERVICE CENTER INC	PK-spiral spring	101-060-7000	11769	09/10/2020	8.89
DAVEY RESOURCE GROUP, IN	7/2020 Arborist	101-060-6050	11776	09/10/2020	786.25
Green Elements Lawn Care L	8/5/20 Apps @ Veteran Park	101-060-6050	11785	09/10/2020	794.00
MARTIN TROPHY COMPANY	2nd place trophies	101-060-6306	11796	09/10/2020	189.00
MARTIN TROPHY COMPANY	1st place trophies	101-060-6306	11796	09/10/2020	621.00
FIRE SAFETY INC.	PKS-extinguisher mnt.	101-060-7600	11780	09/10/2020	212.00
TNT GOLF CAR & MOTORSPOR	PK#29-replace starter	101-060-7000	11812	09/10/2020	333.62
Herc Rentals	PK-Diamond core bit	101-060-5240	11787	09/10/2020	170.00
Warren County R-3 School Di	PK-300 Sun impatients	101-060-5150	11814	09/10/2020	999.00
Missouri Machinery & Engin	Service call labor-reset overl	101-060-7651	11802	09/10/2020	144.50
Andrew Becker	8/18 Youth umpire	101-060-6306	11766	09/10/2020	22.50
Chase Dean Lightfoot	7/29&8/6/20 Yth umpire	101-060-6306	11771	09/10/2020	135.00
CHARLES C. SCHARK	8/17 & 8/18/20 Yth umpire	101-060-6306	11770	09/10/2020	80.00
Curtis Charles Witt	8/13/20 yth umpire	101-060-6306	11774	09/10/2020	32.50
DANE GALLOWAY	8/17/2020 Yth Umpire	101-060-6306	11775	09/10/2020	45.00
Giovanni Dattilo	8/12 2 games yth umpire	101-060-6306	11784	09/10/2020	55.00
HAYDEN A. SCHROEDER	8/18 Yth umpire	101-060-6306	11786	09/10/2020	32.50
JUSTIN LEE	8/12 & 8/17/2020 Yth umpir	101-060-6306	11792	09/10/2020	120.00
JAMES WORLEY	8/12-8/18/2020 Yth umpire	101-060-6306	11791	09/10/2020	200.00
Nora Pryor	8/17 Yth umpire	101-060-6306	11804	09/10/2020	27.50
NOLAN SMITH	8/12 & 8/13/2020 Yth umpir	101-060-6306	11803	09/10/2020	112.50
Olivia Guffey	8/17 & 8/18/20 Yth umpire	101-060-6306	11806	09/10/2020	65.00
ADVANCED TURF SOLUTIONS	Pks-Field paint	101-060-5160	11765	09/10/2020	141.90
ADVANCED TURF SOLUTIONS	2.5 gal. Aqua net pond suppli	101-060-7651	11765	09/10/2020	59.00
ADVANCED TURF SOLUTIONS	1 Gal.Diquat SPC2L-pond sup	101-060-7651	11765	09/10/2020	78.00
ADVANCED TURF SOLUTIONS	1.32 Gal. Red paint-soccer fie	101-060-5160	11765	09/10/2020	122.00
Stephen Hughes	7/29,8/6,8/12,8/17 Yth umpi	101-060-6306	11809	09/10/2020	270.00
STEVEN KRAMER	8/3-8/18/20 Yth umpire	101-060-6306	11810	09/10/2020	315.00
WILLIAM J. MEYER	8/12-8/18/2020 Yth umpire	101-060-6306	11815	09/10/2020	368.00

Department 060 - PARK & RECREATION Total: 6,552.24

Department: 080 - PROPERTY MANAGEMENT

Green Elements Lawn Care L	4th lawn treatment/fertilizer	101-080-6050	11785	09/10/2020	268.00
FIRE SAFETY INC.	8/24/20 CH Fac extinguisher	101-080-6050	11780	09/10/2020	197.00
CINTAS CORPORATION #452	8/11 CH carpet runners	101-080-6130	11772	09/10/2020	29.82

Department 080 - PROPERTY MANAGEMENT Total: 494.82

Fund 101 - GENERAL FUND Total: 49,530.26

Fund: 401 - WATER LINE INSURANCE FUND

Department: 050 - PUBLIC WORKS

David Snedden	Reimburse leak Det. @117 P	401-050-6050	11777	09/10/2020	370.00
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Department 050 - PUBLIC WORKS Total: 370.00

Fund 401 - WATER LINE INSURANCE FUND Total: 370.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 501 - SEWER LINE INSURANCE FUND					
Department: 050 - PUBLIC WORKS					
Behrle Plumbing LLC	SEWER LATERAL REPAIR-D.M	501-050-6050	11767	09/10/2020	2,855.00
Department 050 - PUBLIC WORKS Total:					2,855.00
Fund 501 - SEWER LINE INSURANCE FUND Total:					2,855.00
Fund: 601 - CAPITAL PROJECTS FUND					
Department: 050 - PUBLIC WORKS					
Lamke Trenching & Excavatin	CADILLAC IMPROVEMENT PR	601-050-9109	11793	09/10/2020	947.00
Lamke Trenching & Excavatin	CADILLAC COURT CHANGE A	601-050-9109	11793	09/10/2020	715.50
OATES ASSOCIATES, INC.	LSL BLVD-I70 ROUNDABOUT	601-050-9112	11805	09/10/2020	9,201.41
OATES ASSOCIATES, INC.	SHOPPES @ HAWK RIDGE DE	601-050-9710	11805	09/10/2020	3,380.04
Lamke Trenching & Excavatin	LOCKHAVEN IMPROVEMENT	601-050-9108	11793	09/10/2020	2,962.05
GERSHENSON CONSTRUCT.C	CC Parking Lot Resurfacing &	601-050-9750	11783	09/10/2020	88,702.80
GERSHENSON CONSTRUCT.C	CC Parking Lot Resurface & S	601-050-9750	11783	09/10/2020	80,249.20
COCHRAN	ANNUAL OVERLAY MATL TES	601-050-9207	11773	09/10/2020	773.30
COCHRAN	ANNUAL OVERLAY MATL TES	601-050-9207	11773	09/10/2020	1,197.70
Department 050 - PUBLIC WORKS Total:					188,129.00
Department: 060 - PARK & RECREATION					
DAVEY RESOURCE GROUP, IN	Arborist Consult-Suppliment	601-060-9230	11776	09/10/2020	2,105.00
Ideal Landscape Constructio	Duello Rd Trail Improvement	601-060-9230	11788	09/10/2020	9,670.41
Ideal Landscape Constructio	Concrete Upgrade to Culver	601-060-9230	11788	09/10/2020	3,500.00
COCHRAN	Wyndstone Restroom Facility	601-060-9237	11773	09/10/2020	1,910.40
COCHRAN	Wyndstone Restroom Facility	601-060-9237	11773	09/10/2020	741.60
Department 060 - PARK & RECREATION Total:					17,927.41
Fund 601 - CAPITAL PROJECTS FUND Total:					206,056.41
Grand Total:					258,811.67

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	49,530.26
401 - WATER LINE INSURANCE FUND	370.00
501 - SEWER LINE INSURANCE FUND	2,855.00
601 - CAPITAL PROJECTS FUND	206,056.41
Grand Total:	258,811.67

Account Summary

Account Number	Account Name	Expense Amount
101-000-0530	PREPAID MAINTENANCE	906.24
101-000-1667	ESCROW - MEADOWS IS	576.00
101-000-1760	ESCROW-COURT REPOR	103.60
101-000-1765	ZONING APPLICATION ES	110.40
101-000-1775	ESCROW-LANDSCAPING	21,615.00
101-011-6045	SOFTWARE SUPPORT-IN	1,250.00
101-011-6047	SOFTWARE SUPPORT- IT	808.23
101-011-6049	SOFTWARE SUPPORT-PU	2,718.76
101-015-5140	LEGAL NOTICES/ADVERT	50.94
101-015-6130	RENT/LEASE EQUIPMEN	25.00
101-015-7400	REPAIR/MAINT-OFFICE E	190.76
101-020-5140	LEGAL NOTICES/ADVERT	151.30
101-030-4650	UNIFORM/CLOTHING	9.50
101-030-5120	PRINTING	141.94
101-030-7100	REPAIR/MAINT-VEHICLE	6,365.15
101-030-7200	REPAIR/MAINT-TIRES	1,226.70
101-040-6032	CONTRACT SVC - JUDGE	916.66
101-050-5280	STREET REPAIR MATERIA	3,990.02
101-050-6050	OTHER CONTRACTED SE	1,287.00
101-050-6130	RENT/LEASE EQUIPMEN	40.00
101-060-5150	LANDSCAPE SUPPLIES	999.00
101-060-5160	BALLFIELD SUPPLIES	263.90
101-060-5240	TOOLS & EQUIPMENT	170.00
101-060-6050	OTHER CONTRACTED SE	1,580.25
101-060-6306	YOUTH BASEBALL	2,690.50
101-060-7000	REPAIR/MAINT-SMALL E	355.09
101-060-7600	REPAIR/MAINT-GENERA	212.00
101-060-7651	POND MAINT - BALLANT	281.50
101-080-6050	OTHER CONTRACTED SE	465.00
101-080-6130	RENT/LEASE EQUIPMEN	29.82
401-050-6050	OTHER CONTRACTED SE	370.00
501-050-6050	OTHER CONTRACTED SE	2,855.00
601-050-9108	Lockhaven Stormwater	2,962.05
601-050-9109	Cadillac Ct Stormwater	1,662.50
601-050-9112	LSL BLVD RAB Design	9,201.41
601-050-9207	ASPHALT OVERLAY	1,971.00
601-050-9710	Shoppes @ Hawk Ridge	3,380.04
601-050-9750	CIVIC CENTER PARKING L	168,952.00
601-060-9230	PARK DEVELOPMENT	15,275.41
601-060-9237	New Park Bath Construc	2,652.00
Grand Total:		258,811.67

Project Account Summary

Project Account Key	Expense Amount
None	258,811.67
Grand Total:	258,811.67

ACH TRANSFERS: - GENERAL FUND

8/25/2020 ELEC TX TSFR	08/27/2020 PY	49,639.71
8/25/2020 ACH-ICMA	08/27/2020 PY	5,398.27
8/25/2020 TASC	08/27/2020 PY	2,554.70
8/14/2020 Reset Postage 08/12/2020		500.00
8/20/2020 Spire 07/10/2020-08/09/2020		63.15
8/21/2020 Karen Walker-Cash Bond Refund		1,000.00
8/25/2020 Hillyard Invoice #603976919		63.58
8/25/2020 Hillyard Invoice #603944762 & 603987034		815.78
8/25/2020 Mutual of Omaha/September 2020		3,685.22
8/26/2020 LAGERS Payment August 2020		38,068.48
8/26/2020 MO-941 Employers Withholding Tax/August 2020		15,254.50
8/26/2020 BNY Mellon-General Obligation Refunding Bonds Series 2010A		7,087.50
8/26/2020 UMB-General Obligation Refunding Bonds Series 2014		60,565.63
8/26/2020 TASC-ACA Employer Reporting Admin Fees/September 2020		126.35
8/27/2020 Wire-Lou Fusz Ford 3-2020 Ford PD Vehicles		103,296.00
8/31/2020 Wire-Behlmann Chrysler Dodge Jeep/2020 Ram 3500 Chassis		36,778.00
9/1/2020 Wire-UMB Bank-City's Debt Service Fund		581,678.00
9/2/2020 Merchant Services Credit Card Fees/August 2020		251.73
9/2/2020 Global Payments Credit Card Fees/August 2020		296.66
9/2/2020 Spire-737018309429		32.45
TOTAL		<hr/> 907,155.71
PAYROLL	08/27/2020 PY	155,478.58